

AllAutoFobs.com Automotive Locksmith's Agreement

Agreement Summary

This agreement is between AllAutoFobs.com and the affiliate locksmiths who are responsible for programming fobs purchased on AllAutoFobs.com. By enrolling in our Affiliate Locksmith program, Affiliate agree to the terms and conditions herein. Affiliate locksmiths program fobs sent to them by AllAutoFobs.com according to the directions of customers who purchase fobs on the AllAutoFobs.com website. As part of their online "shopping cart", customers of AllAutoFobs.com may specify that they want their blank, unprogrammed automobile key fob to be delivered directly to one of our affiliate locksmiths located in their area to program the fob. When a customer designates an Affiliate as their local automotive locksmith, two things happen: 1) That Affiliate is designated to receive from AllAutoFobs.com profit from the retail sale of that fob, and 2) the blank fob will be delivered to you for programming. You will earn money from both the sale and the programming of the fob. There is never any out-of-pocket risk to you. We will never send you a bill.

General Terms

THIS ALLAUTOFOBS.COM SERVICES AGREEMENT (THE "AGREEMENT") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN Affiliate ACCESS TO AND USE OF THE SERVICES AND IS AN AGREEMENT BETWEEN Affiliate OR THE BUSINESS Affiliate REPRESENT AND ALLAUTOFOBS.COM. BY REGISTERING FOR OR USING THE SERVICES, Affiliate (ON BEHALF OF AffiliateSELF OR THE BUSINESS Affiliate REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES THAT APPLY TO Affiliate LOCAL STATE OR OTHER JURISDICTION.

As used in this Agreement, "we," "us," and "AllAutoFobs.com" means AllAutoFobs.com, its agents, owners, and other representatives, and "Affiliate" or, alternatively "Affiliate Locksmith" or "you" means Affiliate, the automotive locksmith applicant (if registering as an individual), or Affiliate automotive locksmith business employing or owned by the applicant (if registering as a business).

Definitions

As used in this Agreement, the following terms have the following meanings:

"Affiliate" or "Affiliate Locksmith" means, a professional locksmith or locksmith business that is a registered and approved party to this Agreement to whom AllAutoFobs.com sends blank auto fobs for programming according to the directions of our customers.

"AllAutoFobs.com Associated Properties" means any website or other online point of presence, mobile application, service or feature, other than an AllAutoFobs.com Site, through which any AllAutoFobs.com Site, or products or services available on any of them, are syndicated, offered, merchandised, advertised, or described

"AllAutoFobs.com Website" means, as applicable, the AllAutoFobs.com Website, any and all subdirectories associated with this website, as well as associated landing pages, banners, backlinks, advertisements, and other aspects of AllAutoFobs.com's total internet presence.

“Blank fob” means a new, unprogrammed key fob that must be programmed by a locksmith in order to control access and ignition of a specific automobile.

"Confidential Information" means information relating to us, to the Services, or AllAutoFobs.com customers that is not known to the general public including, but not limited to, any information identifying or unique to specific customers; reports, insights, and other information about the Services; data derived from the Services except for data (other than customer personal data) arising from processing of sales, transactions, and Orders comprising of products sold, prices, sales, volumes and time of the transaction; and technical or operational specifications relating to the Services. For the purposes of this Agreement, customer personal data constitutes Confidential Information at all times.

"Content" means copyrightable works under applicable Law and content protected by database rights under applicable Law.

"Governing Laws" means the laws of the State of Virginia.

"Intellectual Property Right" means any patent, copyright, Trademark, domain name, moral right, trade secret right, or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"Law" means any law, ordinance, rule, regulation, order, license, permit, judgment, decision, or other requirement, now or in the future in effect, of any governmental authority (e.g., on a federal, state, or provincial level, as applicable) of competent jurisdiction.

"Order Information" means, with respect to any of Affiliate services booked through an AllAutoFobs.com website, including the order information and shipping information that an s provide us for delivery of blank key fobs for Affiliate to program per customers' needs.

"Person" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division, or other cognizable entity, whether or not having distinct legal existence.

“Program[ming]” means programming the automotive key fob sent to an Affiliate Locksmith for use with a specific automobile owned or otherwise under the lawful control of a customer who has purchase a blank key fob from **AllAutoFobs.com**. Affiliate Locksmiths are responsible for programming fobs to control both vehicle entry and ignition via the transmitters, transceivers, or transponders inside and correlated with the fob and the automobile's onboard computer via radio signals at a unique “rolling” frequency.

"Service" means each of the following services: Receiving referrals for fob programming and/or other locksmith and security services through AllAutoFobs.com, Fulfillment by AllAutoFobs.com, and AllAutoFobs.com Advertising (including AllAutoFobs.com Sponsored Products).

”Service Terms" means the service terms applicable to each Service, which are made part of this Agreement upon the date Affiliate elects to register for or use the applicable Service, and any subsequent modifications we make to those terms.

“Referral” means that a retail customer of AllAutoFobs.com has designated a particular Automotive Locksmith among our Affiliates to receive by mail and program their newly purchased blank key fob.

“Designated Locksmith” or “Designated Affiliate” means the AllAutoFobs.com Affiliate who is designated by an AllAutoFobs.com customer for his or her Referral.

"Technology" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles, and discoveries protected or protectable under the Laws of any jurisdiction;

(b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology, or other functional item.

"**Trademark**" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia, or any other source or business identifier, protected or protectable under any Laws.

"**Affiliate Materials**" means all Technology, Affiliate Trademarks, Content, Affiliate Product and Service information, data, materials, and other items or information provided or made available by Affiliate or Affiliate to AllAutoFobs.com.

"**Affiliate Personnel**" means any third party warranting, administering or otherwise involved in the offer, sale, performance, or fulfillment of Affiliate Products, including any of Affiliate employees, representatives, agents, contractors, or subcontractors.

"**Affiliate Taxes**" means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption, and other taxes, regulatory fees, levies (specifically including environmental levies), or charges and duties assessed, incurred, or required to be collected or paid for any reason (a) in connection with any advertisement, offer or sale of products or services by Affiliate on or through or in connection with the Services; (b) in connection with any products or services provided for which Affiliate Products are, directly or indirectly, involved as a form of payment or exchange; or (c) otherwise in connection with any action, inaction, or omission of Affiliate, or any Persons providing products or services, or Affiliate or their respective employees, agents, contractors, or representatives, for which Affiliate Products are, directly or indirectly, involved as a form of payment or exchange.

"**Affiliate Trademarks**" means Trademarks of Affiliates that Affiliate provides to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

"**Affiliate Orders**" means any referral of Affiliate Product(s) or Affiliate Services through the AllAutoFobs.com Website.

Enrollment

To begin the enrollment process, Affiliate must provide us with Affiliate (or Affiliate business') legal name, address, phone number and e-mail address, as well as any other information we may request, including locksmith licensing details if relevant to Affiliate jurisdiction. Any personal data Affiliate provides to us will be handled in accordance with AllAutoFobs.com's [Privacy Notice](#).

1. Service Fee Payments; Receipt of Sales Proceeds.

AllAutoFobs.com is a retail website and referral portal. Customers purchase a blank Fob from our website and direct us to mail the fob to Affiliate for programming. We charge the customer for the purchase of the blank FOB. From this purchase, we pay a substantial referral fee to the Designated Affiliate. The Designated Affiliate will charge the customer directly a programming fee when they come to pick up the programmed fob from Affiliate locksmith shop. Although we do not charge the customer on Affiliate's behalf, each Affiliate shall independently determine and set their own programming fees, and shall immediately keep AllAutoFobs.com informed regarding price changes so that we may correctly communicate your fees to our clients before they direct us to mail you their blank fob for programming.

1.1 Referral Fees & Payments. In consideration of the Designated Locksmith receiving, programming, and servicing the customer we referred to them, we pay the Designated Locksmith the full retail mark-up over our true wholesale cost of each fob minus a flat-rate \$20.00 per fob. For example, if a fob's wholesale cost is \$30 and the retail price is \$100 (excluding sales tax and shipping charges), AllAutoFobs.com pays the \$30 wholesale cost, retains \$20 and will forward the Designated Locksmith \$50. Both the Designated Locksmiths and the customer will be informed when the blank fob arrives at the Designated Locksmith's shop. The customer will then bring his car to you in order to program the fob. There is no 'catch' and there are no hidden fees. Please note that this pricing scheme is variable and may be subject to change.

1.2 Independent Billing. Although AllAutoFobs.com charges customers exclusively for fob hardware and not for programming the fob, the customer is, as a practical matter, committing to your services to program the fob when he specifies a Designated Locksmith to whom he wants us to have his fob delivered. It is critical then, that whatever cost we tell him you will charge for programming is the amount you actually do charge! We do not set or even suggest prices that Affiliates should charge for fob programming. That is strictly up to each Affiliate. However, **Affiliate agrees to charge the customer the same amount Affiliate posted on AllAutoFobs.com at the time of the relevant customer's purchase. It is the responsibility of Affiliate to instruct us as to what price to post for Affiliate's programming services. Feel free to change Affiliate prices at any time! But once a customer directs us to mail Affiliate his or her fob at a certain price, Affiliates are committed to charging that same price to that customer unless circumstances dictate a different price and the customer agrees.**

1.3 Payment and Registration Terms. To register in our referral program, Affiliate must provide us with valid bank account information for deposit of Referral Fees.

1.4 Identification. Affiliate will use only a business name that Affiliate is legally authorized to use in connection with AllAutoFobs.com and will update all of the information Affiliate provides to us to ensure that it at all times remains accurate, complete, and valid. Affiliate authorizes us (and will provide us documentation evidencing Affiliate authorization upon our request) to verify Affiliate information (including any updated information), to obtain credit reports about Affiliate from time to time, to obtain credit authorizations from the issuer of Affiliate's credit card, and to charge Affiliate's credit card or debit Affiliate's bank account for any sums payable by Affiliate to us (in reimbursement or otherwise). If Affiliate is located in a jurisdiction that requires locksmith licensing, Affiliate agrees to submit Affiliate's complete licensing information to AllAutoFobs.com as part of registration and further agrees to immediately inform us in the event that Affiliate's licensing status changes in any way, including but not limited to changes in category (for example change from an individual to a business license), is upgraded, or a complaint against Affiliate's license is filed. Affiliate agrees that AllAutoFobs.com may, at any time, verify Affiliate's locksmith licensure directly with the relevant jurisdiction.

If we determine that Affiliate's actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to AllAutoFobs.com or third parties, then we may in our sole discretion withhold any payments to Affiliate for as long as we determine any related risks to AllAutoFobs.com or third parties persist.

1.6 Unlawful Acts. If we determine that Affiliate’s account—or any other account Affiliate has operated—has been used to engage in deceptive, fraudulent, or illegal activity (including the sale of counterfeit goods), or to repeatedly violate our Program Policies, then we may in our sole discretion permanently withhold any payments to Affiliate. If we determine that Affiliate Locksmith is involved with any of the aforementioned unlawful acts we may: (a) cancel any credits to Affiliate’s bank account; and/or (b) collect payment or reimbursement from Affiliate by any other lawful means.

2. Term and Termination.

The term of this Agreement will start on the date Affiliate completes registration for use of a Service and continue until terminated by us or Affiliate as provided below. Affiliate may at any time terminate Affiliate account or this Agreement with 5 business day’s notice by emailing us at: locksmiths@AllAutoFobs.com. Write “TERMINATE” in the subject of the email. We will email Affiliate confirmation.

2.1 Unilateral Termination. Affiliate’s relationship with AllAutoFobs.com may be terminated at any time with or without cause. Although Affiliate’s business relationship with customers we refer to Affiliate for fob programming is independent from our relationship with those same customers, we take customer complaints seriously and will terminate affiliation for locksmiths receiving numerous or egregious complaints. We may suspend or terminate Affiliate’s account or this Agreement immediately if we determine that (a) Affiliates have materially breached the Agreement and failed to cure within 7 days of a cure notice unless Affiliate’s breach exposes us to liability toward a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion; (b) Affiliate’s account has been, or our controls identify that it may be used for deceptive or fraudulent, or illegal activity; or (c) Affiliate’s use of the Services has harmed, or our controls identify that it might harm, other service providers, customers, or AllAutoFobs.com’s legitimate interests. We will promptly notify Affiliate of any such termination or suspension via email, indicating the reason and any options to appeal, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable Affiliate to circumvent our safeguards. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that (d) Affiliate will remain responsible for performing all of Affiliate’s obligations in connection with Orders entered into before termination and for any liabilities that accrued before or as a result of termination, and (e) All other portions of these General Terms which shall survive even if one or more term is deemed inapplicable.

3. License.

Affiliate grants us a royalty-free, non-exclusive, worldwide right and license for the duration of Affiliate’s original and derivative intellectual property rights to use any and all of Affiliate’s Materials for AllAutoFobs.com products or services, and to sublicense the foregoing rights to our affiliates and operators of AllAutoFobs.com Associated Assets; provided, however, that we will not alter any of Affiliate’s Trademarks from the form provided by Affiliate (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with Affiliate’s removal requests as to specific uses of Affiliate Materials (provided Affiliates are unable to do so using standard functionality made

available to Affiliate via the applicable AllAutoFobs.com Site or Service); provided further, however, that nothing in this Agreement will prevent or impair our right to use Affiliate Materials without Affiliate's consent to the extent that such use is allowable without a license from Affiliate under applicable Law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

4. Representations.

Each party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which the business is registered and that Affiliate is registering for the Service(s) within such jurisdiction; (b) it has all requisite right, power, and authority to enter into this Agreement, perform its obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by one party to the other party or its affiliates is at all times accurate and complete; (d) it will comply with all applicable Laws in performance of its obligations and exercise of its rights under this Agreement.

5. Indemnification.

Affiliate's relationship with AllAutoFobs.com is strictly that of an independent contractor. There is no partnership, joint venture, or other relationship express or implied. In the event that either party is sued by a third party, such as, but not limited to a customer referred to Affiliate by AllAutoFobs.com, Affiliate and AllAutoFobs.com agree to indemnify each other fully for claims arising out of a theory of agency, respondeat superior, or other claims seeking to hold the other party liable for alleged actions performed by Affiliate or by AllAutoFobs.com.

5.1 Affiliate indemnification obligations. Affiliate will defend, indemnify, and hold harmless AllAutoFobs.com, and our officers, directors, employees, and agents, against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "Claim") arising from or related to (a) Affiliate non-compliance with applicable Laws; (b) Affiliate Products, including the offer, sale, fulfillment (except to the extent attributable to the FBA service), refund, cancellation, return, or adjustments thereof, Affiliate Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death (to the extent the injury or death is not caused by AllAutoFobs.com), or property damage related thereto; (c) Affiliate Services, including but not limited to services associated with programming key fobs and any damage associated with negligent or otherwise improper programming; (d) Affiliate Taxes and duties or the collection, payment, or failure to collect or pay Affiliate Taxes or duties, or the failure to meet tax registration obligations or duties; or (d) actual or alleged breach of any representations Affiliate has made.

5.2 AllAutoFobs.com's indemnification obligations. AllAutoFobs.com will defend, indemnify, and hold harmless Affiliate and Affiliate's officers, directors, employees, and agents against any third-party Claim arising from or related to: (a) AllAutoFobs.com's non-compliance with applicable Laws; or (b) allegations that the operation of an AllAutoFobs.com Site infringes or misappropriates that third party's intellectual property rights (c) customer claims arising from a defective fob sent to Affiliate by AllAutoFobs.com.

5.3 Process. If any indemnified Claim might adversely affect us, we may, to the extent permitted by applicable Law, voluntarily intervene in the proceedings at our expense. No party may consent to the entry of any judgment or enter into any settlement of an indemnified Claim without the prior written consent of the other party, which may not be unreasonably withheld; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

6. Disclaimer & General Release.

- a. THE ALLAUTOFOBS.COM WEBSITE AND SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, AFFILIATE USES THE ALLAUTOFOBS.COM WEBSITE AT AFFILIATE'S OWN RISK. EXCEPT THOSE SET FORTH IN SECTION 5 ABOVE, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE ORDERS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE ALLAUTOFOBS.COM WEBSITE AND THE SERVICES WILL MEET AFFILIATE'S REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY TRANSACTIONS OR ORDERS.

- b. BECAUSE ALLAUTOFOBS.COM IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND AFFILIATE OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH PARTICIPANT RELEASES ALLAUTOFOBS.COM (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

7. Limitation of Liability.

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO AFFILIATE OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT MADE BY AFFILIATE OR AFFILIATE'S AFFILIATES. AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR

CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ALLAUTOFOBS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE ORDERS, OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX MONTH PERIOD PAID BY AFFILIATE TO ALLAUTOFOBS.COM IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

8. Tax Matters.

As between the parties, Affiliate will be responsible for the collection, reporting, and payment of any and all of Affiliate's Taxes. All fees and payments payable by Affiliate to AllAutoFobs.com under this Agreement or the applicable Service Terms are exclusive of any applicable taxes, deductions or withholding.

9. Confidentiality and Personal Data.

During the course of Affiliate's use of the Services, Affiliate may receive Confidential Information. Affiliate agrees that for the term of the Agreement and 5 years after termination: (a) all Confidential Information will remain AllAutoFobs.com's exclusive property; (b) Affiliate will use Confidential Information only as is reasonably necessary for Affiliate participation in the Services; (c) Affiliate will not otherwise disclose Confidential Information to any other Person except as required to comply with the Law; (d) Affiliate will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement; and (e) Affiliate will retain Confidential Information only for so long as its use is necessary for participation in the Services or to fulfill Affiliate's statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfillment of statutory obligations. The foregoing sentence does not restrict Affiliate's right to share Confidential Information with a governmental entity that has jurisdiction over Affiliate, provided that Affiliate limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. Affiliate may not issue any press release or make any public statement related to the Services, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way. Affiliate may not use our name, trademarks, or logos in any way (including in promotional material) without our advance written permission.

Generally, Affiliate may not use customer personal data in any way inconsistent with applicable Law. Affiliate must keep customer personal data confidential at all times (the above 5 years' term limit does not apply to customer personal data).

10. Force Majeure.

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

11. Relationship of Parties.

Affiliate and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. Affiliate will have no authority to make or accept any offers or representations on

our behalf. This Agreement will not create an exclusive relationship between Affiliate and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefit of AllAutoFobs.com, Affiliate, and customers. As between Affiliate and us, Affiliate will be solely responsible for all obligations associated with the use of any third party service or feature that Affiliate permits us to use on Affiliate's behalf, including compliance with any applicable terms of use. Affiliate will not make any statement, whether on Affiliate site or otherwise, that would contradict anything in this section.

12. Suggestions and Other Information.

If Affiliate or any of its affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any AllAutoFobs.com website or Service (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content.

13. Modification.

We will notify Affiliate by email in the event that we institute changes to this agreement.

13.1 Reasons for Modification. We may change or modify the Agreement at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect Affiliate's use of the Services); or (c) to restrict products or activities that we deem unsafe, inappropriate, or offensive.

13.2. Consent. Affiliate's continued use of the Services after enrollment and approval shall constitute your consent to these Terms and Conditions.

14. Password Security.

Any password we provide to Affiliate may be used only during the Term to access AllAutoFobs.com to use the Services, electronically accept Affiliate Referrals, and review Affiliate pending and completed Orders. Affiliate are solely responsible for maintaining the security of Affiliate's password. Affiliate may not disclose Affiliate password to any third party (other than third parties authorized by Affiliate to use Affiliate account in accordance with this Agreement) and are solely responsible for any use of or action taken under Affiliate password. If Affiliate's password is compromised, Affiliate must immediately change their password.

15. Miscellaneous - Dispute Resolution

AllAutoFobs.com and Affiliate both consent that any dispute with AllAutoFobs.com or its affiliates or claim relating in any way to this Agreement or Affiliate use of the Services will be resolved by binding arbitration as described in this paragraph, rather than in court, except that (i) Affiliate may assert claims in a small claims court located in Fairfax County,

Virginia, if Affiliate's claims qualify; (ii) Any party to this Agreement may bring suit in the US District Court for the Eastern District of Virginia, Alexandria Division, submitting to the jurisdiction of the Governing Courts and waiving our respective rights to any other jurisdiction, to enjoin infringement or other misuse of intellectual property rights; and (iii) we may bring any claims against Affiliate alleging fraud, intellectual property infringement, in any Court of competent jurisdiction in the State of Virginia and seek any remedy available under the law related to those claims. All other claims are subject to Arbitration as described herein as the sole and exclusive remedy.

15.1 Arbitration, Choice of Law, Venue, Class Action Waiver. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. Arbitration shall be held either virtually, or if in person, arbitration shall be conducted exclusively in Fairfax County, Virginia. All claims arising out of the Agreement shall be adjudicated according to the Laws of Virginia. Before Affiliate may begin an arbitration proceeding, Affiliate must send a letter requesting arbitration and describing Affiliate claim to our registered agent, Mr. Gary R. Baldino, at: P.O. BOX 1417, NEWINGTON, VA, 22122 - 0000, USA. The arbitration will be conducted by the American Arbitration Association (AAA) under its commercial rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Each party shall be responsible for their own attorney fees. In the event that a claim is deemed frivolous, the party bringing that claim shall be pay the opposing party's legal fees incurred in association with that claim. The expedited procedures of the AAA's rules will apply only in cases seeking exclusively monetary relief under \$50,000, and in such cases the hearing will be scheduled to take place within 90 days of the arbitrator's appointment. AllAutoFobs.com will not seek attorneys' fees and costs from Affiliate in arbitration unless the arbitrator determines the claims are frivolous. Affiliate may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed location in Fairfax County, Virginia. **AllAutoFobs.com and Affiliate each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **AllAutoFobs.com and Affiliate each waive any right to a jury trial.**

15.2. Assignment. Affiliate may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt to assign or otherwise transfer in violation of this section is void; provided, however, that upon notice to AllAutoFobs.com, Affiliate may assign or transfer this Agreement, in whole or in part, to any of its affiliates as long as Affiliate remain liable for Affiliate obligations that arose prior to the effective date of the assignment or transfer under this Agreement. Affiliate agrees that we may assign or transfer our rights and obligations under this Agreement: (a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction; or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for AllAutoFobs.com as the party to this Agreement. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this

Agreement through one or more of our Affiliates. AllAutoFobs.com retains the right to immediately halt any of Affiliate's Orders, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited. Because AllAutoFobs.com is not Affiliate's agent, or the customer's agent for any purpose, AllAutoFobs.com will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction or Order.

15.3 Notice. AllAutoFobs.com will provide notice to Affiliate under this Agreement by sending Affiliate an email notification. Affiliate must send all notices and other communications relating to AllAutoFobs.com to us by email at: Locksmiths@AllAutoFobs.com. We may also communicate with Affiliate electronically and in other media, and Affiliate consent to such communications. Affiliate may change Affiliate e-mail addresses and certain other information in Affiliate account, as applicable. Affiliate will ensure that all of Affiliate information is up to date and accurate at all times.

15.4 Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.

The undersigned represents that he or she is an authorized representative of the indicated business entity and has the authority and authorization to bind said business entity in contract. It is your intention in signing this document on behalf of an automotive locksmith business to cause that locksmith business to become registered with AllAutoFobs.com as an Affiliate Locksmith. On your listed business entity's behalf, you agree to the terms and conditions stated herein.

Business Name and Entity Type (LLC, corporation, partnership etc):

DBA:

State(s) of Locksmith Licensing and License Number(s) (if applicable):

Corporate Address and State of Incorporation or Registration:

Shop Mailing Address #1:

Shop Mailing Address #2:

(Please add additional sheets if you have three or more shop locations)

Authorized Representative Name (print):

Authorized Representative's Signature: _____

Authorized Representative's Position:

Date of Signature: _____