

Partner Terms and Conditions

Shoptoit Search Platform

Reseller Agreement (Last Updated January, 2019)

This Reseller Agreement (this “Agreement”) is a legal agreement between Shoptoit Inc., an Alberta corporation (“Shoptoit”), and the business by which the individual accepting this Agreement is employed or otherwise engaged (“Reseller” or “you”). Shoptoit and Reseller are each referred to herein as a “Party,” and collectively as the “Parties.” This Agreement governs in its entirety the relationship between Shoptoit and Reseller in connection with the Shoptoit Search Platform, Search automation and advertising product (“Search Platform”).

1. Appointment of Reseller.

- a. **Appointment.** Shoptoit appoints Reseller as a nonexclusive Reseller of the Search Platform during the term of this Agreement.
- b. **Pricing to Customers.** Shoptoit will have sole discretion over the prices charged to it’s customers for the Search Platform.
- c. **Branding.** Reseller will market the Search Platform as the “Shoptoit Search Platform” product. Shoptoit branding will be prominently featured in all user interfaces for the ordering and fulfillment of the Search Platform. Any use of Shoptoit’s marks by Reseller will be subject to such usage guidelines as may be communicated by Shoptoit to Reseller from time to time. All goodwill arising from the use of Shoptoit’s marks by Reseller will inure to the benefit of Shoptoit.
- d. **Operational Matters.** Orders for the Search Platform will be transmitted to Shoptoit through a means that is mutually agreed to by the Parties. Shoptoit will handle customer account set-up, training and other operational matters necessary for the delivery of the Search Platform.
- e. **Dashboard.** Reseller will be granted access to the Shoptoit dashboard (the “Dashboard”), which allows Reseller, among other things, to access and manage Reseller’s account and sign up customers of Reseller. Access to and use of the Dashboard may be subject to additional terms and conditions provided by Shoptoit.

- f. **Contractual Relationships with Customers.** Shoptoit (and not Reseller) will contract with Reseller’s customers with regard to the Search Platform. Reseller will sell the Search Platform to its customers pursuant to terms and conditions that: (i) expressly disclaim any express and implied warranties by Shoptoit, and exclude all liability of Shoptoit, to the fullest extent permitted under applicable law, (ii) provide for the grant of a perpetual, irrevocable license to Shoptoit to use the Search Platform content supplied by the customers, with the right to sublicense to Shoptoit’s publisher partners in connection with the operation of the Search Platform service, (iii) name Shoptoit as an intended third party beneficiary and (iv) otherwise are consistent with Shoptoit’s then-current, standard end user terms and conditions for the Search Platform.
- g. **Subdistributors.** Reseller will not resell the Search Platform to any Subdistributor or other person or company that is not the advertiser to which such the Search Platform relate (a “Subdistributor”), without Shoptoit’s prior, written approval. To the extent Shoptoit approves a Subdistributor, Reseller will not grant the Subdistributor any rights that exceed or are otherwise inconsistent with Reseller’s rights under this Agreement, and Reseller will be responsible to Shoptoit for all acts and omissions by such Subdistributor.
- h. **Marketing and Sale of the Search Platform.** In marketing the Search Platform, Reseller will not: (i) make any representations about the Search Platform that are inconsistent with, or in addition to, statements contained in marketing materials supplied or approved in writing by Shoptoit or (ii) violate any applicable law.
- i. **Marketing by Shoptoit.** Shoptoit will not target the Search Platform marketing to a particular customer based on the fact that such customer is a Search Platform customer of Reseller. Except as stated in the preceding sentence, Shoptoit and its third-party Resellers are free to market and sell the Search Platform to any customers, including customers that may be customers of Reseller.
- j. **Reservation of Rights.** All rights not expressly granted to Reseller under this Agreement are reserved to Shoptoit.

2. Financial Terms.

- a. **Reseller Fee.** There will be no annual Reseller Fees associated with this agreement.
- b. **Reseller Success Fee.** Shoptoit shall pay Reseller a success fee (the "Success Fee") calculated as 15% of net platform profit collected from Customers pursuant to the terms of a Customer Agreement. Success Fees will be calculated at the end of each month and paid on the 15th of the subsequent month. Such Success Fee shall be paid to Reseller so long as: (i) Reseller's prospect has submitted a Referral Form which was accepted by Shoptoit; (ii) the Customer continues to receive Shoptoit Services; and (iii) this Agreement has not been terminated.

Notwithstanding the foregoing provision, Reseller may be entitled to receive payment for twelve (12) months after termination in accordance with the provisions set forth in Section 3 of this Agreement. In no event shall Reseller be entitled to a Success Fee where: (a) a Referral Form was not submitted and accepted by Shoptoit; (b) a Customer was not accepted by Shoptoit; (c) the Shoptoit Services were never delivered to the Customer; (d) the Customer fails to pay Shoptoit for the Shoptoit Services.

- c. **Search Platform Fee.** Reseller's customers will pay Shoptoit a monthly non-refundable fee for each Search Platform subscription purchased by customer from Shoptoit under this Agreement, at the applicable price set forth on [Shoptoit Pricing Page](#) (the "Search Platform Fee").
- d. **Payment.** Reseller will provide Shoptoit with a valid billing address or bank account number for payment. The Parties may agree on alternate billing arrangements (e.g., invoicing) upon mutual written agreement.
- e. **Pricing Changes.** Shoptoit may increase the Search Platform Fee at any time upon notice to Reseller and such notice may be accomplished via e-mail.

3. **Term and Termination.**

- a. **Term.** The initial term of this Agreement begins on the Effective Date and shall remain in full force and effect for 12-months or until terminated by either Party in accordance with this Section 3.
- b. **Termination.** Either Party may terminate this Agreement, with or without cause, upon 30-day written notice to the other Party.

4. **Representations and Warranties; Disclaimer.** Each Party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 4, EACH PARTY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5. **Indemnity.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its affiliates, and each of their respective officers, directors, employees and agents from and against any and all liabilities, losses, damages, claims, causes of action, and expenses (including reasonable attorneys fees and disbursements) in connection with any third party (including without limitation Reseller 's customers) claim to the extent resulting from or based upon any breach of this Agreement by the Indemnifying Party, or the negligence or willful misconduct of the Indemnifying Party or its affiliates or contractors in connection with the performance of this Agreement.

6. **Liability.** EXCEPT FOR: (I) DAMAGES ARISING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT AND (II) THE PARTY'S RESPECTIVE INDEMNITY OBLIGATIONS UNDER SECTION 5: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF OPPORTUNITIES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) EACH PARTY'S TOTAL LIABILITY

ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF CAUSE OR THEORY OF RECOVERY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY PARTNER TO SHOPTOIT DURING THE ONE (1) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CLAIM ARISES, PLUS ANY FEES PAYABLE BUT UNPAID.

7. **Miscellaneous.** The pricing and other terms and conditions of this Agreement are confidential information of both Parties, and shall not be disclosed by either Party to any third party, except pursuant to an obligation of confidentiality. The relationship of the Parties is one of independent contractors. This Agreement sets forth the entire agreement of the Parties as to its subject matter and supersedes all prior agreements, negotiations, representations, and promises between them with respect to its subject matter. This Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and assigns. A waiver of rights under this Agreement will not be effective unless it is in writing and signed by an authorized representative of the Party that is waiving the rights. This Agreement may not be amended unless the amendment is in writing and signed by authorized representatives of both Parties. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the Province of Alberta, Canada, without reference to the choice of law rules thereof. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the provincial and federal courts located in Calgary, Alberta for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.