

AFFILIATE AGREEMENT

This Agreement (this "Agreement") contains the complete terms and conditions that apply to an individual's or entity's participation in the **Rajani MD** Affiliate Program (the "Program"). As used in this Agreement, "we," "us," "our" or "Rajani MD" means **Style Aesthetics, LLC**, and "you" means the applicant. The "RajaniMD.com Site" means the RajaniMD.com web site, which has its primary home page identified by the URL www.RajaniMD.com and "your Site" means any site that you will link to the RajaniMD.com Site (and which you will identify in your Program application) pursuant to the terms and conditions of this Agreement.

Enrollment in the Program To begin the enrollment process, you will submit a complete Program application via the RajaniMD.com Site. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (in our sole and absolute discretion) that your Site is unsuitable for the Program. Unsuitable sites include, but are not limited to, those that:

1. promote sexually explicit materials
2. promote violence
3. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
4. promote illegal activities
5. otherwise violate intellectual property rights

By participating in the Program you agree that you will not engage in any such activities. If we reject your application, you are welcome to reapply to the Program at any time. Participation in the Program is limited to parties that lawfully can enter into and form contracts under applicable law. For example, minors are not allowed to participate in the Program.

Links on Your Site Once you have been notified that your Site has been accepted into the Program, we grant you a revocable, non-exclusive, worldwide, royalty-free license for the duration of the term of this Agreement, solely for purposes of facilitating referrals from your Site to the RajaniMD.com Site, to provide on your Site one or more of the following types of links to the RajaniMD.com Site:

1. **Product Links:** You may select one or more of our Products (as defined below) to list on your Site using a variety of formats that we make available to you, such as text link format, graphical link format, customizable "widget" format, or "product preview" link format. A Product is any product listed on the RajaniMD.com Site. For each selected Product, you will display on your Site a short description, review, or other reference. You will be responsible for the content, style, and placement of these references. You may add or delete the Products (and related links) from your Site at any time without our approval. You may not use Special Links to link to the RajaniMD.com Site from references to products on your site that are not "Products" as defined above.

2. **General Link to the [RajaniMD.com](http://www.RajaniMD.com) Home Page:** You may provide a general link on your Site to the home page of the RajaniMD.com Site.

We will provide you with guidelines and graphical artwork to use in linking to the RajaniMD.com Site home page. You are only permitted to use display content made available through this interface for driving traffic to us. To permit accurate tracking, reporting, and referral fee accrual, we will provide you with special "tagged" link formats to be used in all links between your Site and the RajaniMD.com Site. You must ensure that each of the links between your Site and the RajaniMD.com Site properly utilizes such special link formats. Links to the RajaniMD.com Site placed on your Site pursuant to this Agreement and which properly utilize such special link formats are referred to as "Special Links." You will earn referral fees only with respect to activity on the RajaniMD.com Site occurring directly through Special Links; we will not be liable to you with respect to any failure by you to use Special Links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement. You acknowledge that, by participating in the Program and placing any of the above links within your Site, **we** may receive information from or about visitors to your Site or communications between your Site 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 the RajaniMD.com Privacy Policy.

You also acknowledge that we (and our corporate affiliates) may crawl or otherwise monitor your Site for the purpose of ensuring the quality and reliability of Special Links on your Site (for example, to detect links that are broken or non-functional, links to products that are out of stock or otherwise unavailable, etc.). Therefore, you agree that we and our corporate affiliates may take such actions and that you will not seek to block or otherwise interfere with such crawling or monitoring (and that we and our corporate affiliates may use technical means to overcome any methods used on your Site to block or interfere with such crawling or monitoring).

Order Processing

We will process Product orders placed by customers who follow Special Links from your Site to the RajaniMD.com site. We reserve the right to reject orders that do not comply with any requirements that we may establish periodically. We will be responsible for all aspects of servicing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase Products by using Special Links from your Site to the RajaniMD.com site and will make available to you reports summarizing this activity. The form, content, and frequency of the reports may vary from time to time in our discretion.

Referral Fees We will pay you referral fees on certain Product sales to third parties. For a Product sale to be eligible to earn a referral fee, the customer must click-through a Special Link on your Site to the RajaniMD.com Site and, during a single session, add the Product to his or her shopping cart and purchase the Product. The session begins when the customer clicks through a Special Link on your site to the RajaniMD.com Site and ends upon the first to occur of the following events: (a) the customer follows a third party link to the RajaniMD.com Site that is formatted with an affiliate's tag, or (b) the customer places an order for a Product. We will only pay referral fees on eligible Products after order, payment, and shipping have occurred. To permit accurate tracking, reporting and fee accrual, you must ensure that the Special Links between your site and the RajaniMD.com Site are properly formatted. We will not be liable for paying referral fees on purchases that are not correctly tracked and reported because the links between your Site and the RajaniMD.com Site are not properly formatted.

Referral Fee Schedule During each calendar month, for Qualifying Products sold during sessions initiated through Special Links on your Site; you will earn referral fees according to referral fee schedules to be established by us from time to time. The current referral fee schedule is 10% per sale, excluding costs for shipping, handling, gift-wrapping, taxes separately stated and charged to the customer, service charges, discounts, rebates, credit card processing fees, returns and bad debt.

Referral Fee Payment We will pay you referral fees on a monthly basis. Approximately 5 business days following the end of each calendar month, we will send you a payment for the referral fees accrued 30 days or more prior to that month, however, if the referral fees payable to you for any calendar month are less than \$50.00, we will hold payment until the total amount due is at least \$50.00 or (if earlier) until this Agreement is terminated. In calculating referral fees, we will deduct the corresponding referral fee from your next monthly payment if a Product that generated a referral fee is returned by the customer. If there is no subsequent payment, we will send you a bill for the referral fee.

Policies and Pricing Customers who buy Products through this Program will be deemed to be customers of RajaniMD.com. Accordingly, our rules, policies, and operating procedures concerning customer orders, customer service and product sales will apply to those customers and all their RajaniMD.com related activities. We may change our policies and operating procedures at any time in our sole and absolute discretion. For example, we will determine the fees 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. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability of any particular fee or service.

Responsibility for Your Site You will be solely responsible for the development, operation, and maintenance of your Site and for all materials that appear on your Site. For example, without limitation, you will be solely responsible for:

the technical operation of your Site and all related equipment

creating and posting service descriptions on your Site and linking those descriptions to our site

the accuracy and appropriateness of materials posted on your Site
(including, among other things, all service-related materials)

ensuring that materials posted on your 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)

ensuring that materials posted on your Site are not libelous or otherwise illegal

ensuring that your Site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

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 Site.

Compliance with Laws

As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant. Without limiting the foregoing obligation, you agree that as a condition of

your participation in the Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

Term of the Agreement The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause (a "Termination"), by giving the other party written notice of Termination (the "Termination Notice"), which Termination shall become effective immediately upon receipt of the Termination Notice. Upon the Termination of this Agreement for any reason whatsoever, you will immediately cease use of, and remove from your Site, all links to the RajaniMD.com Site. You are eligible to earn referral fees only on sales of Qualified Products that occur during the term, and referral fees 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 contained in this Agreement, at any time and in our sole and absolute discretion, by posting a change notice or a new agreement on the RajaniMD.com Site. Modifications may include, for example and without limitation, changes in the scope of available referral fees, referral fee 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 WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

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 Site or otherwise, that reasonably would contradict anything in this Section.

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 referral fees paid or payable to you under this Agreement.

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, no 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 the RajaniMD.com Site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

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 REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Arbitration Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in Oregon, except that, to the extent you have in any manner violated or threatened to violate our intellectual Oregon rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Oregon (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Miscellaneous This Agreement will be governed by the laws of the United States and the state of Oregon, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent, which may be withheld in our sole and absolute discretion. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. 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.