

**DigitalWorkTools.com**  
**Document ("Tool") Provider Agreement**

**Terms of Service**

Please review the following terms and conditions before submitting documents to DigitalWorkTools.com for potential inclusion in our website located at [www.DigitalWorkTools.com](http://www.DigitalWorkTools.com). By submitting documents to [www.DigitalWorkTools.com](http://www.DigitalWorkTools.com) you are agreeing you have read and agree to the terms and conditions of the Document Provider agreement.

1. Scope and Definitions: This Agreement establishes the terms by which DigitalWorkTools.com, a Washington Corporation, will accept documents from you to be sold on the DigitalWorkTools.com web site. This agreement represents a contractual relationship between yourself and DigitalWorkTools.com only.
2. As used herein the following terms shall have the following meanings:

"DigitalWorkTools.com Inc" means DigitalWorkTools.com its assignees, licensees, successors and/or the DigitalWorkTools.com service operated by DigitalWorkTools.com or its affiliates;

"Tool Provider " means the individual or other entity who submitting tools to DigitalWorkTools.com under the terms of this Agreement;

"Agreement" means all of the terms and conditions set out in this Tool Provider Agreement and the Tool Provider Agreement Terms of Service which may be amended by DigitalWorkTools.com from time to time and are subject to change by DigitalWorkTools.com at any time.
3. Tool Provider Usage/Submission: By submitting tools, the Tool Provider accepts all of the terms of the Tool Provider Agreement Terms of Service. If you do not agree to these Terms of Service, please do not submit tools to DigitalWorkTools.com
4. Tool Provider Information Accuracy: The Tool Provider verifies that the information provided for purposes of tracking and paying commissions is accurate and correct to the best of the Tool Provider's knowledge.
5. Archiving: DigitalWorkTools.com will maintain a record of your acceptance of these terms and conditions.
6. General Provisions
  - A. In connection with the registration of the Tool Provider that is accepted by DigitalWorkTools.com, DigitalWorkTools.com will issue to the Tool Provider an commission account with DigitalWorkTools.com relating to the Tool Provider's relationship with DigitalWorkTools.com. All provisions of the Terms of Service apply to all accounts, sub-accounts, and alternate aliases associated with the Tool Provider's account.
  - B. The Tool Provider agrees to provide documents to DigitalWorkTools.com in a manner consistent with any and all applicable laws and regulations.

- C. DigitalWorkTools.com may use or disclose certain information regarding the Tool Provider, which use or disclosure shall be limited as set forth in the Privacy Policy. The Tool Provider may restrict DigitalWorkTools.com's use or disclosure of all information regarding the Tool Provider except that information provided by the Tool Provider to DigitalWorkTools.com in connection with the Tool Provider's registration for DigitalWorkTools.com. In addition, information regarding a Tool Provider's credit card number(s) and bank account number(s) which the Tool Provider supplies to DigitalWorkTools.com will be used or disclosed only for the purposes for which such information was collected, or as required by law. The Tool Provider's addresses, phone numbers and other relevant information will be provided to information providers, service providers and merchants for the purposes for which such information was collected.
  - D. DigitalWorkTools.com will use all information provided by Tool Provider to track and remit payment related to all commissions earned by tools submitted by Tool Provider. Any necessary tax information required by law to be disclosed to taxing authorities will be disclosed, but only to appropriate tax authorities.
7. **Commission Payments: You can earn commissions as described in the Rewards Program for Tool Providers on our site for submitting tools to DigitalWorkTools.com.**
- A. **Check Generation:** Subject to clause (B) below, based on Gross Sales, we will send a commission fee check for the applicable commission fee (less any taxes required to be withheld under applicable law) and a statement of activity to you approximately thirty (30) days after the end of each calendar month.
  - B. **Minimum Payment:** If during the first quarter of the term of this Agreement, or during any quarter following the payment of commissions to you, your commissions earned do not exceed two hundred fifty dollars (\$25.00) then you shall not be entitled to receive any commissions during the applicable quarter. Thereafter, you will be paid commissions at the end of the quarter during which your aggregate commissions earned during such successive period exceed two hundred fifty dollars. At such time, you will be paid all commissions you would have otherwise been entitled to had your commissions exceeded \$25.
  - C. **Commission Rates:** Please contact [toolproviders@DigitalWorkTools.com](mailto:toolproviders@DigitalWorkTools.com) for the details on our commission schedules.
  - D. **Reports of Sales:** We will send you a monthly report detailing the products sold by us through your site the estimated commissions earned for the month. Approximately 30 days after each quarter following the date of acceptance of your application we will send you a statement of activity outlining net sales for the quarter attributable to your site.
8. **Period of Service:** Access to DigitalWorkTools.com will become effective upon the Tool Provider's registration for DigitalWorkTools.com and DigitalWorkTools.com's acceptance of this registration. The Tool Provider's access to DigitalWorkTools.com will continue until terminated as described elsewhere in these Terms of Service.
9. **Termination:**
- A. This license and the right to access DigitalWorkTools.com will terminate upon termination of these Terms of Service.

- B. These Terms of Service and a Tool Provider's access to, and use of, DigitalWorkTools.com may be terminated at any time, and without cause, by the Tool Provider upon receipt of actual notice to DigitalWorkTools.com. The Tool Provider is liable for any charges incurred until the effective date of such termination. Termination of these Terms of Service by DigitalWorkTools.com will be effective on the day that DigitalWorkTools.com gives Notice of such termination to the Tool Provider by email or otherwise.
- C. DigitalWorkTools.com reserves the right, at its sole discretion, to immediately, without notice suspend or terminate these Terms of Service and a Tool Provider's access to and use of DigitalWorkTools.com upon any breach of the Terms of Service by the Tool Provider.

10. Proprietary Rights:

The Tool Provider hereby acknowledges the following:

- A. DigitalWorkTools.com permits access to Content that is protected by copyrights, trademarks, and other intellectual and proprietary rights ("Rights");
- B. These rights are valid and protected in all media and technologies existing now or later developed; and
- C. Except as explicitly provided otherwise, the Terms of Service and applicable copyright and other laws govern Tool Providers use of such Content. Tool Providers may not copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material subject to any Rights. The burden of determining that any information, software or any other Content on the service is not protected by Rights rests with the Tool Provider. The Tool Provider acknowledges that DigitalWorkTools.com and/or third-party Content providers remain the owners of the posted materials (other than the Content described below), and that the Tool Provider does not acquire any of those ownership rights by downloading copyrighted materials.
- D. By submitting Content to any "public area" of DigitalWorkTools.com (e.g., message boards, forums, member profiles, yellow pages, job folder), you grant DigitalWorkTools.com Inc and its affiliates the royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license, subject to the privacy restrictions set forth in the section entitled "Privacy", to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display such Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any rights that may exist in such Content. You also warrant that the holder of any Rights, including moral rights in such Content, has completely and effectively waived all such Rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any Tool Provider to access, display, view, store and reproduce such Content for personal use. Subject to the foregoing, the owner of such Content placed on DigitalWorkTools.com retains any and all Rights that may exist in such Content.
- E. State that your submission is original work and that you have not plagiarized from any source. You understand that content supplied by you to

DigitalWorkTools.com may be revised and/or supplemented by DigitalWorkTools.com Further, you understand that your submission may be rejected for any reason. You and DigitalWorkTools.com will own the rights to the tools that you submit and that both parties can use or modify them as required. You are prohibited, however, from competing with DigitalWorkTools.com or providing these tools to other Internet firms in the search engine, portal, application service provider, distance learning, small business, business-to-business exchange or marketplace or any other type of Web based business.

- F. Agree to the pricing as solely determined by DigitalWorkTools.com You agree that some or all of the tools that you provide to DigitalWorkTools.com may need to be offered to Tool Providers of the DigitalWorkTools.com site for free in order to attract Tool Providers to the site. There is no guarantee of tool pageviews, downloads, revenue or commission.

#### 11. Third-Party Services:

- A. DigitalWorkTools.com cannot promise, and will not be deemed to promise that its hardware or software will function flawlessly. DigitalWorkTools.com fully intends to keep its system functional at all times. However, in the event that, due to circumstances beyond DigitalWorkTools.com's control, DigitalWorkTools.com's services malfunction or become unavailable to all or some members, DigitalWorkTools.com will not be liable for any direct, consequential or incidental damages, whether foreseeable or not, which may result from such unavailability or malfunction, except that DigitalWorkTools.com may, in its sole discretion, choose to credit members' accounts for such interruptions of service.
- B. If you download any software or otherwise executable files from DigitalWorkTools.com, DigitalWorkTools.com is not responsible for any direct, consequential or incidental damages caused by such software or files.
- C. DigitalWorkTools.com is not responsible for the Content on the Internet or World Wide Web pages that is contained outside DigitalWorkTools.com's site. As a convenience to our members, DigitalWorkTools.com provides links to many resources, which are beyond our control. We make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links, and you hereby waive any claim you may have against DigitalWorkTools.com with respect to such sites.
- D. DigitalWorkTools.com provides, or provides access to, tools or information that may contain common fact, opinion, or new and unique ideas. DigitalWorkTools.com accepts no responsibility for any consequences arising from use of the tools or information provided. The Tool Provider of these tools or information agrees to do so at their own risk, pursuant to the DigitalWorkTools.com indemnity clause. DIGITALWORKTOOLS.COM DOES NOT RENDER LEGAL ADVICE OR COUNSEL TO ITS TOOL PROVIDERS. ALTHOUGH WE ENDEAVOR TO MAINTAIN THE MOST ACCURATE AND UP-TO-DATE INFORMATION, THE LAW CHANGES FREQUENTLY AND SOME TOOLS MAY NOT BE CURRENT OR ACCURATE. IN OTHER INSTANCES, A TOOL MAY NOT BE APPLICABLE IN YOUR LOCAL JURISDICTION. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY AS TO ALL LEGAL MATTERS. YOU FURTHER AGREE TO HOLD DIGITALWORKTOOLS.COM HARMLESS

FROM ANY AND ALL DAMAGES, LIABILITIES, LOSSES, EXPENSES OR COSTS, WHICH MAY ARISE FROM USE OF ITS TOOLS.

12. INDEMNITY:

At DigitalWorkTools.com's request, the Tool Provider agrees to defend, indemnify and to hold harmless DigitalWorkTools.com its officers, directors, shareholders, and employees from any claims arising from the Tool Provider's submission of tools to DigitalWorkTools.com or the Tool Provider's breach of the Terms of Service, including, without limitation, claims of copyright infringement, patent infringement, misappropriation of trade secrets, libel, slander, trade libel, defamation, harassment, invasion of privacy or fraud. The Tool Provider agrees to hold DigitalWorkTools.com harmless from any claims and expenses, including reasonable attorney's fees, litigation expenses and court costs, related to the Tool Provider's violation of the Terms of Service, including any information, software or other Content placed on DigitalWorkTools.com by the Tool Provider.

**NORMAL SYSTEM MAINTENANCE TIMES:** Occasionally DigitalWorkTools.com will not be available for use by Tool Providers. Although DigitalWorkTools.com's policy is to minimize the amount of time its may spend upgrading and maintaining DigitalWorkTools.com, DigitalWorkTools.com reserves the right to take DigitalWorkTools.com down at any time.

13. OTHER PROVISIONS:

- A. **SEVERABILITY: THE PROVISIONS OF THIS AGREEMENT ARE HEREBY DECLARED TO BE SEVERABLE.** In the event that any provision of the Terms of Service conflicts with the law under which the Terms of Service is to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to the Terms of Service, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.
- B. **Governing Jurisdiction:** The Terms of Service will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California (without regard to provisions of conflicts of laws). Each party irrevocably consents to the jurisdiction of the courts of California, and the federal courts situated in California in connection with any action to enforce the provisions of the Terms of Service, to recover damages or other relief for breach or default under the Terms of Service, or otherwise arising under or by reason of the Terms of Service.
- C. **Written Communication:** Notices to be provided under the terms of these Terms of Service will, except as otherwise expressly provided herein, be delivered by either party hereto by certified mail return receipt requested, or DigitalWorkTools.com may deliver such notice by e-mail through DigitalWorkTools.com All such notices will be deemed delivered when the notice is placed in the U.S. Mail, or in the case of an email by DigitalWorkTools.com upon the Tool Provider's accessing DigitalWorkTools.com
- D. **NON-WAIVER:** The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Service or to exercise any right under the Terms of Service will not be construed as a waiver

or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

- E. **ASSIGNMENT:** DigitalWorkTools.com may assign its rights and obligations under these Terms of Service and upon such assignment DigitalWorkTools.com will be relieved of any further obligation hereunder. THE TOOL PROVIDER HEREBY CONSENTS TO SUCH ASSIGNMENT AT THE SOLE DISCRETION OF DIGITALWORKTOOLS.COM
- F. **Contract Authority:** The Tool Provider represents to DigitalWorkTools.com that the Tool Provider has the authority to accept DigitalWorkTools.com according to these Terms of Service.
- G. **ENTIRE AGREEMENT:** These Terms of Service constitute the entire understanding between the parties as to the subject matter hereof, and supersede all prior agreements and understandings. Any legally unenforceable provision of these Terms of Service will, at the election of DigitalWorkTools.com be deleted or modified to correct the defect and, regardless, the remainder of the terms of these Terms of Service will remain valid and enforceable.

The Tool Provider is responsible for all expenses incurred to connect to DigitalWorkTools.com including all Internet access charges and telephone charges for connecting with or using DigitalWorkTools.com

- H. **Policy of Fees:** DigitalWorkTools.com reserves the right to change its posted schedule of fees, surcharges and/or membership dues at any time at its sole and absolute discretion upon posting notice of such changes to the site.
- I. **Payment Method Accountability:** The Tool Provider may not place orders, or attempt to pay for DigitalWorkTools.com using any expired, false or unauthorized credit card, or false or unauthorized bank or financial institution information. The Tool Provider must promptly inform DigitalWorkTools.com of any changes in the credit card, bank, financial institution, billing address and/or breaches of security such as loss, theft, or unauthorized disclosure of use of a credit card, bank or financial institution account, ID, or password.
- J. **Tool Provider Responsibility:** Until DigitalWorkTools.com receives actual notice of a breach of security, the Tool Provider will remain liable for any unauthorized use of their DigitalWorkTools.com account. The Tool Provider is responsible for all charges at the time the service is used.

**Account Status:** DigitalWorkTools.com reserves the right to suspend access to DigitalWorkTools.com for the Tool Provider's account(s) immediately, without Notice, upon rejection of any credit card charges, non-payment by the Tool Provider's bank or financial institution of authorized charges or any other indication of credit problems.