

SPEAKING FOR SPOT GIVES BACK PROGRAM

ORDER FULFILLMENT PROGRAM

Terms and Conditions

By signing up for the Speaking for Spot Gives Back Order Fulfillment Program you agree to the following Terms of Service:

The Speaking for Spot Gives Back Order Fulfillment Program Terms and Conditions governs your participation in the Speaking for Spot Gives Back Program. By checking the box indicating that you agree to the Terms and Conditions of this agreement you agree to be bound by the agreement and warrant that you are authorized to enter into this agreement on behalf of your nonprofit organization.

1. Description of the Program

The purpose of the program is to permit you to sell Dr. Nancy Kay's book, *Speaking for Spot*, on your organization's website, and, as orders are received, provide the order information to Dr. Kay for order fulfillment. You will remit an agreed upon discounted cost per book (plus shipping and applicable sale taxes) and your organization will keep the difference between the discounted book cost and the retail selling price of the book. Order fulfillment will be provided at no cost to your organization for fulfillment services.

2. Enrollment

Interested organizations must meet the program requirements and complete a program registration form in order to be considered for participation. Your organization must be a registered nonprofit animal-focused organization. We reserve the right to deny participation to any organization and/or to limit the total number of organizations participating in the program.

If accepted, your organization must obtain approval for each website domain on which the Speaking for Spot Gives Back Order Fulfillment Program will be offered. Approval will not be granted for any sites which promote or contain violent materials or libelous or defamatory materials, promote discrimination or illegal activities in any way, violate intellectual property rights in any way, or imply or indicate sponsorship or endorsement of your site by Dr. Nancy Kay and/or *Speaking for Spot*.

3. Program Implementation

By participating in the Speaking for Spot Gives Back Order Fulfillment Program you agree that you will comply with the Terms and Conditions of this program. Your organization agrees to provide Dr. Nancy Kay with the website link for the page on which *Speaking for Spot* is offered to your audience and to advise in writing if that website link changes. You are responsible for all aspects of operation of your organization's website and your implementation of this program on your website.

4. Pricing

Your organization will offer copies of *Speaking for Spot* for sale at the suggested retail price of \$19.95 per book plus shipping and, if required, sales tax. Your organization will pay a discounted amount per book and keep the difference between the suggested retail price of the book and your discounted cost. Shipping costs and, if required, sales tax cannot be discounted.

5. Order Processing

When your organization receives an order and payment through your website for *Speaking for Spot* you will provide the order information to Dr. Nancy Kay and make payment of the discounted cost per book plus shipping fees and applicable sales tax to her via Pay Pal.

For the Speaking for Spot Gives Back Order Fulfillment Program specific sales tax requirements will be discussed at the time of program enrollment and are dependent upon the state in which your organization operates and/or the shipping address of the recipient.

Dr. Nancy Kay will mail an autographed copy of *Speaking for Spot* to the shipping address indicated in the information which you provide.

6. Term of Agreement and Termination

This agreement will begin upon our acceptance of your organization into the program and will end when terminated by you or by Dr. Nancy Kay. Either party may terminate this agreement at any time by giving written notice to the other party.

7. Modification of Terms and Conditions and Speaking for Spot Gives Back Programs

Dr. Nancy Kay reserves the right to modify any of the terms and conditions contained in this agreement and/or to modify any of the terms and conditions of participation in any of the Speaking for Spot Gives Back Programs.

SPEAKING FOR SPOT GIVES BACK PROGRAM

ASSOCIATES PROGRAM

Terms and Conditions

By signing up for the Speaking for Spot Gives Back Associates Program you agree to the following Terms of Service:

The Speaking for Spot Gives Back Associates Program Terms and Conditions govern your participation in the Speaking for Spot Gives Back Associates Program. By checking the box indicating that you agree to the Terms and Conditions of this agreement you agree to be bound by the agreement and warrant that you are authorized to enter into this agreement on behalf of your nonprofit organization.

1. Description of the Program

The Speaking for Spot Gives Back Associates Program applies to sales through www.speakingforspot.com and allows your organization to receive a stipulated percentage of the sales price for each copy of Dr. Nancy Kay's book, *Speaking for Spot*, when the buyer designates your organization as the beneficiary organization at the time of purchase.

2. Enrollment

Interested organizations must meet the program requirements and complete a program registration form in order to be considered for participation. Your organization must be a registered nonprofit animal-focused organization. We reserve the right to deny participation to any organization and/or to limit the total number of organizations participating in the program.

If accepted, your organization must provide Dr. Nancy Kay with a link to your organization's website on which this program is promoted to your audience. Approval will not be granted for any sites which promote or contain violent materials or libelous or defamatory materials, promote discrimination or illegal activities in any way, violate intellectual property rights in any way, or imply or indicate sponsorship or endorsement of your site by Dr. Nancy Kay and/or *Speaking for Spot*.

3. Program Implementation

By participating in the Speaking for Spot Gives Back Associates Program you agree that you will comply with the Terms and Conditions of this program. Your organization agrees to provide Dr. Nancy Kay with the website link for any page on which *Speaking for Spot* is offered to your audience and to advise in writing if that website link changes. You are responsible for all aspects of operation of your organization's website and your implementation of this program on your website.

4. Pricing

You refer people wishing to support your organization to a link on the *Speaking for Spot* website. This link will be provided to you at the time of acceptance into the Speaking for Spot Gives Back Associates Program. For each purchase of *Speaking for Spot* in which your organization is designated as the beneficiary organization, your organization will be credited with the earnings.

5. Order Processing

When Dr. Nancy Kay receives an order for *Speaking for Spot* in which your organization is designated as the beneficiary organization, the earnings will be credited to your organization's associates account.

Dr. Nancy Kay will mail an autographed copy of *Speaking for Spot* to the shipping address of the buyer.

6. Associates Earnings

Participating organizations will be provided with a record of their earnings on a quarterly basis. Reports will be emailed to the organization's contact of record by the 15th of the month following the end of each quarter. Quarterly reports will cover January - March, April - June, July - September and October - December.

Payment of Speaking for Spot Gives Back Associates Program earnings will be made to each organization at the earliest of:

- a. The month following the month in which the organization's Speaking for Spot Gives Back Associates Program earnings exceed \$100.00 or
- b. The month following the end of the quarter in which the organization's Speaking for Spot Gives Back Associates Program earnings exceed \$25.00.

7. Term of Agreement and Termination

This agreement will begin upon our acceptance of your organization into the program and will end when terminated by you or by Dr. Nancy Kay. Either party may terminate this agreement at any time by giving written notice to the other party.

8. Modification of Terms and Conditions and Speaking for Spot Gives Back Programs

Dr. Nancy Kay reserves the right to modify any of the terms and conditions contained in this agreement and/or to modify any of the terms and conditions of participation in any of the Speaking for Spot Gives Back Programs.