

CUP A JOE WITH MO™

AFFILIATE AGREEMENT

1. Contact Information.

Momentum Business Consulting Contact Us

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2. Definitions.

- “Affiliate” is an organization whose members are made up of small business owners or others engaged or otherwise interested in business. An Affiliate may be compensated for each subscription purchased by one of its members when members purchase a subscription to Cup a Joe With Mo™ using a promotional code that is assigned to the organization.
- “Cup a Joe With Mo™” means the subscription-based database of audio-visual works that is available through the Site and is part of the Site.
- “Momentum Business Consulting” refers Momentum Business Consulting, a Colorado limited liability company.
- “Subscriber” refers to any person or entity that purchases a subscription to Cup a Joe With Mo™.
- “Terms and Conditions of Use” refers to the Terms and Conditions of Use viewable as part of the subscription to Cup a Joe With Mo™.
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If Momentum Business Consulting learns of a violation or likely violation of this Agreement, we will attempt to notify you. If you do not take immediate remedial action which is satisfactory to us, or in the event of a serious violation of this Agreement, we reserve the right to terminate the agreement with the Affiliate immediately

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G. Notification of Account Changes. The Affiliate agrees to provide Momentum Business Consulting with such other information relating to your use of this service as Momentum Business Consulting deems necessary or desirable, including notification of changes in mailing address, email address, telephone number, billing information.

H. Notices. All notices, requests, demands, and other communications under this agreement shall be in writing and shall be deemed to have been given on the date of delivery: if delivered personally to the party to whom notice is to be given; if sent by electronic mail with a cc: to sender; if sent by fax; or on the third day after mailing by first class mail.

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9. Indemnification.

Affiliate agrees to defend, indemnify and otherwise hold harmless Momentum Business Consulting and its officers, directors, agents, employees, shareholders, successors and assigns

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10. Security; Authorized Use.

Users and Affiliates are prohibited from violating or attempting to violate the security of the Site. Momentum Business Consulting has the right but not the obligation to investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.

11. Miscellaneous.

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the United States District Court for the District of Colorado. The parties shall share equally the costs of the arbitrator, arbitration body and arbitration facilities (if applicable). Each party may bring a claim or action for injunctive relief without submitting the claim to final and binding arbitration. Neither party shall have the obligation to post a bond or demonstrate actual harm before bringing a claim or action for injunctive relief. Each party consents to the exclusive jurisdiction and venue of the 20th District Court, Boulder County, Colorado or the United States District Court for the District of Colorado a for any equitable claim or other action related to or arising from these Terms. Each party shall bear his/her/its own expenses and attorneys' fees related to any arbitration, claim or action.