Affiliate Program Agreement

Please read this Affiliate Program Agreement ("Agreement") carefully before submitting your application to participate in this Affiliate Program ("Program"). If you do not accept all of the terms of this Agreement do not submit an Application. By submitting an Application, you are deemed to have accepted this Agreement and agreed to be bound by it. As used in this Agreement, "we" "us" "our" and "Direct Checks" means Direct Checks Unlimited, Inc. and "Affiliate" "you" and "your" means the applicant submitting the Application and participating in the Program.

1. Enrollment

- a. The Program is professionally managed on the ShareASale.com Inc. ("ShareASale") affiliate network ("Affiliate Network"). This Agreement will be effective upon the Affiliate Networks' acceptance of your affiliate sign-up request and your linking to and participation in the Program.
- 2. Linking and Participation in the Affiliate Program
- a. To link to and participate in the Program you must be registered with ShareASale and request to be linked to the merchant, Direct Checks Unlimited, Inc. Your registration request may be rejected for any reason or for no reason at either our or ShareASale's sole discretion. Your request will be rejected if it is determined that your website includes anything that is, including but not limited to, unlawful, harmful, threatening, defamatory, obscene, harassing, discriminatory, or otherwise objectionable. For domain names associated with your site that are registered privately, the domain of your username/email address must match the URL submitted with your application.
- 3. Affiliate Marketing Activities
- a. In addition to the restrictions contained herein, your marketing activities may be further limited by the Affiliate Network Agreement you accept when you apply to our Program.
- b. All images, product names & numbers, trade names, trademarks, slogans, and/or designs depicted in any marketing collateral or links made available to you under this Program (collectively, "Direct Checks Material") are the proprietary property of Direct Checks or its licensors. Affiliates shall use Direct Checks Materials only as specified herein and shall not misappropriate Direct Checks Material in any way, e.g., incorporating the same in a domain name.
- 4. Direct Checks Trademarks and Pay Per Click ("PPC") Bidding Policy and Other Technologies
- a. Permitted:
- i. Affiliates may bid on manufacturer-specific terms (please note that some manufacturers have blocked the use of their terms without prior permission).
- b. Not Permitted:
- i. Affiliates must not use Direct Checks trademarks in the URL to the right of the domain in the display URL, e.g. www.yoursite.com/Direct Checks.
- ii. Affiliates must not use any of the following URLs (or others we may communicate to you from time to time), including misspellings and variations, in the display URL at any PPC search engine or various

"content network" sections: www.ChecksUnlimited.com, www.designerchecks.com, https://business.checksunlimited.com, www.artisticchecks.com, www.styleschecks.com, www.messageproducts.com, www.identitychecks.com, www.checkgallery.com, www.lifechecks.com. See direct linking policy below for additional information.

- iii. Affiliates must not include "Official Site" or represent that your advertisement is sponsored or endorsed by Direct Checks in any way.
- iv. Affiliates must not bid on Direct Checks' trademarked terms + "term", e.g. "Direct Checks coupons", "Checks Unlimited coupon codes", etc.
- v. Affiliates must not bid on the Direct Checks trademarks and URLs, including but not limited to those shown below (or others we may communicate to you from time to time), including misspellings and variations, on any search engine.

Direct Checks
Custom Direct
Direct Checks Unlimited
Deluxe
Securiguard
Checks Unlimited — www.checksunlimited.com
Business Checks Unlimited — business.checksunlimited.com
Designer Checks — www.designerchecks.com
Checks.com — www.checks.com
Artistic Checks — www.artisticchecks.com
The Check Gallery — www.checkgallery.com
Identity Check Printers — www.identitychecks.com
Message!Products — www.messageproducts.com
Life Checks — www.lifechecks.com
The Styles Checks Company — www.styleschecks.com

- vi. Product Listing Ads (PLAs)/Shopping Ads: Affiliates are not permitted to use any data feed files, including network data feeds and shopping network data feeds, in PLAs with any of the search engines. Use of PLAs is not allowed by Affiliates under any circumstances.
- vii. Consumer Shopping Engines (CSEs): Affiliates are not permitted to use any Direct Checks-brand product datafeed files with CSEs. In addition, CSEs may not permit their third-party partners from participating in paid search with any of the Direct Checks Materials.
- viii. Toolbars, Add-ons, and Plug-Ins: Toolbars, Add-Ons, Plug-Ins, otherwise known as Browser Extensions or Browser Helper Objects are not permitted to be used in any Direct Checks Affiliate Program.
- ix. Reseller, Auctions: Affiliates are not allowed to resell, auction, mask or manipulate the pricing of any Direct Checks product.

x. Orders: All orders must be fulfilled by the customer on a Direct Checks-owned website. Affiliates are not allowed to take and fulfill Direct Checks customer orders or reorders. No link cloaking is permitted. All referred sales must have a "clicked from" URL associated with a referred sale.

Direct Checks reserves the right to void and reverse commission payouts for any Program order resulting from fraudulent activity, in its sole discretion. Other voided orders and commission payment reversals may result from orders being cancelled by the customer, credit card declines, or any other situation that may result with an order not being billed and shipped.

- c. Direct Linking Policy
- i. Direct to merchant linking is not permitted on any Search Engines including Google, Yahoo, and Bing, or from social media sites including but not limited to, Facebook, Twitter, YouTube, Instagram or Pinterest.
- ii. Direct to merchant linking is not allowed through Email, Newsletters, or any other form of electronic promotion conducted on behalf of Direct Checks Affiliate partner.
- d. Geo-Targeting and Day Parting
- i. Geo-targeting and day parting is allowed on all search engines provided all policies regarding display URL, competitor terms, and trademarks are followed.
- ii. Using geo-targeting and day parting to avoid enforcement of Direct Checks' PPC policy is strictly prohibited and constitutes grounds for immediate removal from our Affiliate Program and reversal of commissions up to 30 days prior to the date of the violation.
- e. Ad Copy and Content Restrictions
- i. Truth in advertising. Affiliates are required to be truthful about any advertisement representing Direct Checks including rebate, coupon, and sales offers.
- ii. Affiliate's advertising offers and sites must not be shown or construed as an official Direct Checksendorsed advertisement or site.
- f. Additional Exclusions, Penalties, and Notifications
- i. Direct Checks reserves the right to enforce this PPC policy for individual affiliates at our sole discretion.
- ii. Excluded affiliates will be required to agree via signed contract to any exclusion permitted herein. Do not assume exclusion via verbal or written communication.
- iii. A violation of these terms may result in commission reduction to 0% unless we receive and accept a response from you that you will correct your behavior consistent with this Agreement or may result in immediate termination of the affiliate relationship and may be cause for reversal of past commissions earned up to 30 days. From time to time, Direct Checks may review its PPC policy and this Agreement and implement changes consistent with the way search engines operate or for other modifications in our sole discretion. Any material changes will be announced via the Direct Checks Affiliate Program's newsletters, group email, or other such communication. Affiliates will have seven business days to comply with Program changes.

iv. Violations of Direct Checks' PPC policy or this Agreement may be reported to us directly or vis-à-vis our third-party Program administrator. Please have all applicable proof including but not limited to screen shots of the ad, geographical location of the ad, URL/Network tracking information, and the search engine where the ad was found.

g. Online Advertising (organic links)

i. Affiliates that use the Direct Checks' branded trademark terms in any organic search link must use the terms in a fair manner, i.e. in a way that is not confusing, misleading, does not dilute or disparage our trademarks, and is in keeping with generally recognized and accepted practices of fair use under U.S. Trademark and Copyright Law. Organic listing titles and descriptions must state only the offers that are available through the Affiliate network, Direct Checks merchant, or advertiser account. Direct Checks reserves the right to cause the reversal of commission payments or remove an Affiliate from the Program due to a violation of these organic link guidelines.

h. Social Media

i. All social media marketing on behalf of the Affiliate promoting Direct Checks brands must link back to the Affiliate website where the Direct Checks offers are displayed. Affiliates shall not direct link or drop cookies and set affiliates links on their social pages that pertain to Direct Checks brands and offers. All cookies and links must be set at the Affiliate website. Direct Checks reserves the right to reverse commission or remove any affiliate in violation of these social media guidelines.

i. Electronic Mail

i. Affiliates shall not send any emails, directly or indirectly, that advertise or promotes Direct Checks, its products, services, web sites, or offers without Direct Checks' prior express written consent. If consent is provided, Affiliate must include Direct Checks on its email distribution list at one or more e-mail addresses to be provided by us to you at or after such consent is provided. Affiliate shall not send any unsolicited commercial e-mail or other unsolicited online communications. Affiliate hereby represents that it will comply with all laws, rules, regulations, and ordinances relating to the sending of commercial emails, including, but not limited to, the federal CAN-SPAM Act of 2003. In addition, Affiliate shall not generate or send any material advertising or promoting any Direct Checks products or services via facsimile or engage in any telemarketing activities with respect to Direct Checks' products or services.

j. Direct Checks Trademarks

- i. In any marketing activities where a reference is made to Direct Checks or to any of Direct Checks' trademarks, Affiliate must identify itself as an affiliate by using the terms "affiliate" or "aff."
- ii. Except as otherwise set forth in this Agreement, Affiliate shall not use Direct Checks' name, trademarks, service marks or any derivations or variations thereof in any manner, including without limitation, (a) in meta tags, (b) in hidden text or source code or (c) in Affiliate's domain name or any other part of Affiliate's universal record locator (URL).
- iii. Except as expressly authorized by this Agreement, Affiliate shall not use any of Direct Checks' trademarked terms, either alone or in conjunction with or as part of any other word or name, in any advertisement, publicity or promotion on Affiliate's behalf, to express or imply any endorsement by Direct Checks of any services provided by Affiliate, or in any other manner whatsoever.

- iv. Affiliates found in violation of this section are subject to punitive actions by us, without further notice. Such actions include but are not limited to suspension or termination of Affiliate account, withholding of payments to Affiliate; and publication (at our discretion) of Affiliate's activities.
- 5. Links and Images
- a. Direct Checks shall make available to Affiliates, via the Affiliate Network web site, a variety of graphic and textual images (the "Images") that serve to identify your site as a member of the Program and that will establish "Links" from any and all websites you own, operate or control ("your site") to the websites owned, operated and/or controlled by Direct Checks that are provided by Direct Checks to you from time to time under the Program ("our site"). You shall cooperate fully with Direct Checks in establishing and maintaining Links. You may display in your site only those Images provided to you by Direct Checks which may by discontinued or replaced at any time in our sole discretion.
- b. Upon request, you shall remove any Image from your site and replace it with a new Image provided by us or ShareASale. Banner ad link codes cannot at any time be modified by you, as doing so will not allow proper reporting of traffic sent through such banner link code. You agree that each Link connecting users of your site to our site will in no way alter the look, feel, or functionality of our site. Direct Checks and/or our Affiliate Network(s) may monitor your site at any time to determine if you are in compliance with these terms.
- c. No user generated or subscription base codes or scraped codes are allowed to be entered on Direct Checks branded pages on the Affiliate website. Only the website owner is allowed to place banners, links and codes on Direct Checks branded pages. Only coupon codes provided by us or ShareASale may be promoted by Affiliates under any circumstance.
- d. Direct Checks reserves the right to cause the reversal of commission payments or remove an Affiliate from the Program due to a violation of these link, images, and coupon code guidelines.
- 6. Affiliate's Obligations
- a. Place Links on your site within 30 days of your acceptance into the Program.
- b. Actively participate in the Program by accessing and using promotional Links via the ShareASale network.
- c. You agree to be solely responsible for all costs and expenses you may incur in connection with your participation in the Program and/or your performance under this Agreement including:
- i. The development, operation and maintenance of your site;
- ii. All materials that appear on your site and the accuracy and appropriateness of such materials;
- iii. Ensuring that any such materials do not violate or infringe upon the rights of any third party, including, but not limited to, copyrights, trademarks, privacy, or other personal or proprietary rights, are not libelous, defamatory, misleading, false or deceptive or otherwise illegal; and
- iv. Ensuring that your site and your business practices do not violate this Agreement.
- d. You agree to keep your application with ShareASale updated with current and accurate information (including WHOIS information) and, at all times, list the web sites you are using to drive traffic to us. For

domain names associated with your site that are registered privately, the domain of your username/email address must match the URL submitted with your application.

- e. You agree not to make any representations, either express or implied, or create an appearance or impression, directly or indirectly, that a visitor to your site is visiting our site, that a visitor to our site is visiting your site or that Direct Checks endorses you or your site or your products and services (e.g., you are agreeing not to "frame" any pages or portions of our site).
- 7. Affiliate Code of Conduct. Affiliates must not partake in any of the following activities:
- a. You agree not to participate in spy ware, ad ware or parasite ware techniques for driving traffic. This includes installing or causing to install, spyware on another's computer, or using context-based triggering mechanisms to display advertisements that obscure paid advertising other content on a website in a way that interferes with one's ability to view that website. We reserve the right to research and investigate affiliates and their activities and, at our own discretion, determine whether or not these practices are in place. Affiliates found in violation of this policy will be immediately terminated from the Affiliate Program with any unpaid commissions forfeited;
- b. Attempt to modify or alter our site in any way;
- c. Engage in any direct or indirect relationships with ISPs and/or mobile carriers that results in address bar keyword and URL error trafficking (e.g., a user mistypes a web address in the ISPs address bar or search bar and is redirected to a web page that contains a link that directs the user to, e.g. our site);
- d. Employ the use of any type of software download or technology which attempts to intercept or redirect traffic or referral fees to or from any website;
- e. Without our prior written approval, use any of our trademarks or Direct Checks Material in an advertisement that is not created or provided by us in any way that might suggest, imply or mislead, or is likely to mislead a visitor of your website into believing that Direct Checks., any of our other sites, or any related entity was the creator or sponsor of such advertisement;
- f. Employ, use, or receive any direct or indirect benefit from, any "cookie stuffing" methods (e.g., use of "cookie stuffing" to cause Affiliate tracking systems to conclude that a user has clicked through a commissionable link and to pay commissions accordingly, even if the user has not actually clicked through any such link);
- g. Display any material on a website containing a link to our site which contains viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines;
- h. Without our prior written approval, use any widgets on your website that include any of our trademarks, Direct Checks Materials, or directly or indirectly send traffic to one of our sites;
- i. Publish, link to, sell, otherwise distribute, or place a commissionable link on the same page or in close proximity to any objectionable content, i.e., any material which, in our sole discretion, is offensive, e.g., hate speech, promotes violence or defames a particular group of people, contains nudity, explicit violence or sexual material or depictions thereof or promotes alcohol, tobacco, or gambling/lottery.
- 8. Publicity

a. Except for the material made available to you by an Affiliate Network for your participation in the Program, you shall not create, publish, distribute, or permit any material that makes reference to Direct Checks or the Program without first obtaining our explicit written consent which may be granted or withheld at our sole discretion.

9. Policies and Pricing

- a. Customers who buy Direct Checks' products and services through the Program are deemed to be customers of Direct Checks. As such, all of Direct Checks' policies and operating procedures concerning customer orders, customer service, and product and service sales shall apply. Direct Checks shall own and retain all right, title and interest in all names, addresses and other identifying information of customers visiting our site ("Customer Data") which is collected by Direct Checks, including without limitation, customers who access our site from your site, and Affiliate shall have no right to use any such Customer Data.
- b. You may not include price information in your product descriptions without our explicit written consent. You shall refer all questions, requests and queries regarding our products and services to us. Affiliate does not have the authority to make or accept any offer on our behalf.
- c. Direct Checks reserves the right to withhold Affiliate commissions and/or terminate this Agreement for Affiliates found to be in violation of this policy.
- 10. Commission Payment
- a. Direct Checks is neither responsible nor liable for any type of commission payments to you. The ShareASale Affiliate Network handles and is solely responsible for any and all commission payments.
- 11. Licenses and Use of Logos and Trademarks
- a. Direct Checks grants you a limited, non-exclusive, non-transferable, revocable right to:
- i. Access our site through the Links solely in accordance with, and for the contemplated purpose of this Agreement, and
- ii. To use the branded trademarked terms shown below (only in the form(s) that they appear on the Direct Checks Affiliate Program ShareASale web pages) solely in connection with such Links, (collectively, the "Licensed Materials"), for the sole purpose of promoting Direct Checks' products and services on your site. You may not copy, distribute, alter, modify, reverse engineer, or create derivative works from the Licensed Materials. Direct Checks may revoke your license at any time by giving you notice. Any goodwill arising out of your use of the Licensed Materials shall inure to the benefit of Direct Checks only.
- b. You shall not make any specific use of any Licensed Materials for purposes other than promoting Direct Checks products and services on your site. You agree not to use the Licensed Materials in a manner that is misleading or deceptive or that disparages the Program, Direct Checks or its affiliates or any of its or their products or services, or that otherwise portrays Direct Checks, in its sole discretion, in a negative light. Direct Checks reserves all rights in the Licensed Materials. At no time during the Term or thereafter will you challenge, or assist others in challenging, the validity of the Licensed Materials or the registration thereof or attempt to register any confusingly similar trademarks, service marks, logos, trade names or domain names. Except for the limited license set forth above, no license or other rights

to the Licensed Materials will be deemed granted to you hereunder or in connection with the Program, by implication, estoppel or otherwise.

- c. You agree that any breach by you of your obligations regarding Licensed Materials during the term or thereafter may result in irreparable injury to Direct Checks for which there may be no adequate remedy at law. Therefore, in the event of any breach or threatened breach of such obligations of yours, Direct Checks will be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.
- d. You grant to Direct Checks a non-exclusive license to use your names, titles, logos, and trademarks (the "Affiliate Trademarks"), to advertise, market, promote, and publicize in any manner your participation in the Program and/or to further Direct Checks' rights hereunder. Notwithstanding, we are not obligated to advertise, market, promote or publicize your participation in our Program or the existence of, or any other aspect of the Program.
- e. The licenses granted hereunder shall run concurrently with the term of this Agreement.

12. Term and Termination

- a. This Agreement shall apply and be effective as of the date your ShareASale merchant link sign-up request is accepted and shall remain in effect for as long as you continue to participate in the Program, comply with the terms of this Agreement, or maintain Links to our site on your site. Notwithstanding the foregoing, either of us may terminate this Agreement at any time, with or without cause, by giving the other party notice of such termination. No commissions shall accrue or be earned by you after termination.
- b. Direct Checks reserves the right to immediately terminate Affiliate and remove Affiliate from the Direct Checks Program if Affiliate breaches any terms of this Agreement.
- c. Affiliate is only eligible to earn commissions on sales occurring during the term of this Agreement, and fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. Direct Checks may withhold Affiliate's final payment for a reasonable time to ensure that the correct amount is paid. If Direct Checks has reason to believe Affiliate's orders/referrals were obtained fraudulently or through misrepresentation, Direct Checks shall have the right to withhold payment of commissions pending an investigation of the suspected fraud or misrepresentation.
- d. Upon termination of this Agreement, (a) all licenses hereunder shall terminate and (b) you shall immediately remove all Licensed Materials from Your Site and cease using Direct Checks' name, logos, trademarks, service marks, trade dress, and/or proprietary technology.

13. Program Modification

a. Direct Checks may modify this Agreement or the Program terms at any time in its sole discretion. You will be notified of any replacement of or changes to these Terms and Conditions via e-mail by a change notice. If you no long wish to be bound by the Program terms, as modified, you must immediately discontinue your participation in the Program and notify us accordingly. Your continued participation in the Program following any notice of change to this Agreement or the Program terms shall constitute your binding acceptance of the same as replaced or modified.

14. Relationship of Parties

- a. You and Direct Checks are independent contractors and nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship. You have no authority to make or accept any offers or representations on behalf of Direct Checks. You may not make any statement, whether on your site or otherwise, that contradicts anything contained in this section.
- 15. Representations and Warranties
- a. Each party represents to the other that it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby.
- b. Affiliate represents that the contents of Your Site and any domain names associated with Your Site do not:
- i. Infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy;
- ii. Violate any applicable law, statute, ordinance or regulation;
- iii. Contain defamatory or libelous material;
- iv. Contain lewd, pornographic, or obscene material;
- v. Violate any laws regarding unfair competition, anti-discrimination, or false advertising;
- vi. Promote violence or contain hate speech; or
- vii. Contain viruses, Trojan horses, worms, time bombs, cancel bots, or other similar harmful or deleterious programming routines.
- c. Affiliate represents that it has and complies with a privacy policy consistent with federal and state laws and regulations, which is prominently displayed on its website.
- d. Direct Checks is not obligated to make any representations, warranties or other statements concerning you, your site, your site policies or any of your products or services.
- e. AFFILIATE UNDERSTANDS THAT DIRECT CHECKS MAY AT ANY TIME, DIRECTLY OR INDIRECTLY, SOLICIT CUSTOMER REFERRALS AND ENTER INTO SIMILAR AGREEMENTS ON TERMS THAT MAY BE THE SAME, SIMILAR OR DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR ENTER INTO AN AGREEMENT WITH COMPETITORS OF AFFILIATE, OR MAY OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH AFFILIATE'S WEB SITE. AFFILIATE HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE TRANSACTIONS CONTEMPLATED HEREUNDER AND IT IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

16. Confidentiality

a. Except as otherwise provided herein or with the written consent of the other party, each party agrees that all information including, without limitation, business and financial information, customer and

vendor lists and information, and pricing and sales information, concerning Direct Checks or you, or any other affiliate, provided by or on behalf of any of them shall remain strictly confidential and shall not be used, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process.

17. Disclaimer and Limitation of Liability

a. DIRECT CHECKS MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM, OUR SITE OR ANY DIRECT CHECKS PRODUCTS OR SERVICES SOLD THROUGH THE PROGRAM, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE. DIRECT CHECKS MAKES NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND WE SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY SUCH INTERRUPTIONS OR ERRORS.

b. DIRECT CHECKS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM OR YOUR PARTICIPATION IN THE PROGRAM, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY AVAILABLE WITH RESPECT TO THIS AGREEMENT AND/OR THE PROGRAM OR ANY BREACH BY DIRECT CHECKS HEREOF SHALL BE TO TERMINATE YOUR PARTICIPATION IN THE PROGRAM.

18. Indemnification

a. Affiliate agrees to indemnify, defend and hold harmless Direct Checks and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

19. Jurisdiction/Venue

a. Any action to enforce this Agreement shall be brought in the federal or state courts located in Colorado and Affiliate irrevocably consents to the jurisdiction of such courts.

20. References/Testimonials

a. You agree to cooperate with us in the development of testimonies and other such marketing material. You grant us unlimited rights to reference you in any and all marketing materials, without further compensation.

21. Notices

a. All notices from you to us, required under this Agreement shall be sent via United States mail, postage prepaid, addressed as follows:

Direct Checks Unlimited Sales, Inc.

8245 N. Union Blvd.

Colorado Springs, CO 80920

Attn: Affiliate Program Manager

b. Notices from us to you may be sent via United States mail, postage prepaid, facsimile, or e-mail using the contact information on file held by Direct Checks or ShareASale.

22. Integration

a. This Agreement constitutes the final and complete agreement between you and Direct Checks regarding the Program and supersedes all prior and contemporaneous, understandings, agreements and communications, written or oral, with respect to the subject matter hereof.

23. Acknowledgement and Acceptance

a. By submitting this application and clicking the link below, I hereby certify that I am authorized to act on behalf of Affiliate and that I have read and accepted the terms, conditions and disclosures associated with this Agreement.