

HEELS.COM AFFILIATE PROGRAM AGREEMENT

MASTER AGREEMENT

This Master Agreement ("Agreement") is made between Heels.com ("Merchant") and Your Web Site ("Partner").

BACKGROUND

Partner and Merchant are each enrolled in the Commission Junction (CJ) Network.

Partner and Merchant each desire to establish the general terms and conditions which shall govern advertising and commission arrangements between Partner and Merchant which result from their participation in the CJ Network.

TERMS AND CONDITIONS

In consideration of the promises set forth below, we agree as follows:

IMPORTANT-READ CAREFULLY: THIS AFFILIATE PROGRAM AGREEMENT, INCLUDING APPLICABLE OFFERS (COLLECTIVELY, THE "AGREEMENT"), IS A LEGAL AGREEMENT BETWEEN YOU AND HEELS.COM INTERNATIONAL ("HEELS.COM") FOR PARTICIPATION IN HEELS.COM'S AFFILIATE PROGRAM ("PROGRAM") AS MANAGED BY AND THROUGH CJ. BY REGISTERING FOR AND PARTICIPATING IN THE PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT REGISTER FOR OR PARTICIPATE IN THE PROGRAM. IF YOU DO NOT AGREE TO AND ACCEPT THE TERMS OF THIS AGREEMENT IN ITS ENTIRETY AND YOU ARE ALREADY A N HEELS.COM AFFILIATE, IMMEDIATELY TERMINATE ALL USES OF HEELS.COM'S TRADEMARKS AND ANY LINKS TO HEELS.COM'S WEBSITE. AS USED IN THIS AGREEMENT "WE" MEANS HEELS.COM AND "YOU" MEANS THE PARTICIPATING WEB AFFILIATE ("AFFILIATE" OR "YOU").

1. PARTICIPATION IN THE PROGRAM

This agreement governs participation in the Heels.com Affiliate Program only. Once you are accepted into the Program, you will be able to participate in the Program subject to the terms and conditions of this Agreement. You should also note that if you are accepted to participate in the Program and your Site is thereafter determined (in our sole discretion) to be unsuitable based on the criteria below for the Program, we may terminate this Agreement:

- Promote graphic violence (which may include certain types of game sites)
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote sexually explicit, pornographic or obscene content (whether in text or graphics)
- Promote illegal activities
- Include "Heels.com", "Heels.com" or variations or misspellings thereof in their domain names, except when used as a subdomain of your site
- Promote content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethnically or otherwise objectionable
- Promote or use bulk unsolicited email (spam)
- Promote speech or images that are offensive, profane, hateful, threatening harmful, defamatory,

libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise)

- Promote content related to liquor, tobacco, firearms, drugs, gambling, crime or death
- Promote politically sensitive or controversial issues (e.g. abortion, capital punishment) or other political content (e.g. lobbyists, political campaigns)
- Promote any unlawful behavior or conduct
- Otherwise are considered offensive or inappropriate at Heels.com's sole discretion

2. DEFINITIONS

2.1 "Offer" means a specific offer posted by Heels.com on its Program site located within CJ that receives an identification number from CJ. The terms and conditions of such Offers shall be incorporated into this Agreement.

2.2 "Qualifying Link" means a Heels.com link from your Site to Heels.com's Site using one of the Required URLs or any other URL or graphic link provided by Heels.com for use in the Program. A Qualifying Link or "Linking Materials" shall be defined as hyperlinks, buttons, banners or other user interface established by Heels.com for your Web site. A Qualifying Link may reference any coupon codes provided to the Affiliate by Heels.com via CJ, but may not reference any coupon codes that the Affiliate may obtain from other sources, including but not limited to Heels.com marketing materials.

2.3 "Qualifying Product" means a Heels.com product that is offered for sale by Heels.com at the Heels.com Site and is the subject of an Offer.

2.4 "Qualifying Product Sales" means sales of Qualifying Products offered at Heels.com's Site.

2.5 "Qualifying Product Revenues" means revenues derived by us from Qualifying Product Sales, less chargebacks, taxes, shipping, surcharges and processing fees.

2.6 "Required URLs" means the special URLs specified in an Offer to be used to link from your Site to Heels.com's Site.

2.7 "Session" means the period between the time a Customer first clicks on a Qualifying Link on your Site and the time the Customer makes an online purchase at Heels.com's site, provided that such purchase is made within 120 days of the first click and provided that no subsequent Customer activity has occurred to override the Session during those 120 days.

2.8 "Site" means a World Wide Web Site and, depending on the context, includes the website that you will link to the Heels.com Site as identified in your CJ registration form.

2.9 "Loyalty Program" refers to a program that issues any type of reward or incentive for qualifying product sales either directly to the consumer via a cash back or points system, or via a donation to a charitable organization.

3. OFFERS

3.1. From time to time, Heels.com may post on CJ Offers to pay members of CJ a specified referral fee on certain Qualifying Product Sales to third parties through a Qualifying Link.

3.2. The terms of an Offer, as posted on CJ or otherwise communicated to you shall be governed by the terms and conditions of this Agreement. However, in the event of any inconsistency between the terms of the specific Offer and the terms of this Agreement, the terms of the Offer shall govern.

3.3. At any time prior to you providing a Qualifying Link, Heels.com may, with or without notice, (a) change, suspend or discontinue any aspect of an Offer or (b) remove, alter, or modify any graphic or banner ad provided to you pursuant to an Offer. You agree to promptly implement any request from Heels.com to remove, alter or modify any graphic or banner ad submitted by you that is being used in connection with an Offer.

4. YOUR RESPONSIBILITIES

4.1. You shall only link your Site to areas within Heels.com's Site using Required URLs for the Program. You may post as many links to the Required URLs as you like. The position, prominence and nature of links on Heels.com's Site shall comply with any requirements specified in the Offer, but otherwise will be in Heels.com's sole discretion. Only valid Qualifying Links generated by CJ will be tracked for purposes of determining referral fees that you may be eligible to receive on Qualifying Product Sales generated through your Site.

4.2. You agree to display Heels.com's Link materials appropriately on your Web site and/or Email and to respect Heels.com's trademarks, service marks and other rights in the Link Materials. You will use only these Link materials to link your Web site to Heels.com's Web site, and you will not alter the look or feel of these Link Materials or of our Web site in any way. You will update to new versions of Link Materials as Heels.com makes them available or you submit a request for a specific type of Linking Material.

4.3. Heels.com will not, and is not obligated to, make any representations, warranties or other statements concerning you, your Site, any of your products or services, or your Site policies, except as expressly authorized by the Offer.

4.4. You will be solely responsible for the development, operation and maintenance of your Site and for all materials that appear on your Site. We disclaim all liability for such materials. You shall indemnify and hold us harmless from all claims, damages and expenses (including, without limitation, attorney's fees) relating to the development, operation, maintenance and contents of your Site. You are also responsible for notifying us and CJ of any malfunctioning of the Required URLs or other problems with your participation in the Program in accordance with the terms of the Offer and this Agreement. Heels.com (or a designee such as CJ) will respond in normal course to all concerns upon notification.

4.5. You will (1) not make any representations, warranties or other statements concerning Heels.com, Heels.com's Site, CJ; (2) protect Heels.com and CJ's confidential information and (3) not use or display Heels.com's or CJ's trademarks or otherwise infringe Heels.com's or CJ's intellectual property rights.

4.6 Loyalty programs may participate in the Heels.com affiliate program but may be subject to specific terms and conditions.

4.6.1 Heels.com reserves the right to request additional information regarding the source of all loyalty program sales.

4.6.2 Heels.com reserves the right to adjust payment levels based on traffic and sales reports in order to right-size sales generated via browser redirects (all sales not generated via site driven marketing efforts such as site placements, newsletters, etc.)

5. COMMISSIONS

As an approved participant of Heels.com's Affiliate Program, you may earn commissions for affiliate services in accordance with this Section 5. Heels.com may change or terminate the provisions of this Section 5 at any time and at Heels.com's sole discretion.

5.1. Heels.com agrees to pay you the commission specified in this Agreement if Heels.com sells

to a visitor to Heels.com's site (a "Customer") a product or service that is the subject of this Agreement and if that Customer has accessed Heels.com's site and purchased the product or service via a Qualifying link.

5.2. For all product sales, Heels.com will pay from 14.5% to 20% commission (based on performance) per Qualifying Product Revenues generated by Customers linking to Heels.com's site from your Web site using a Qualifying Link. The amount of the Qualifying Product Revenues per item for products sold are subject to change at any time in Merchant's sole and absolute discretion.

5.3. Heels.com shall have the sole right and responsibility for processing all payment processing and fulfillment of orders for our Products sold pursuant to this Agreement. You acknowledge that all agreements relating to sales to Customers shall be between Heels.com and the Customer.

5.4. You acknowledge that your entitlement to any compensation reported with respect to any tracked or reported activity is solely a function of the terms of your agreement with Heels.com and that Heels.com is solely responsible for its payment. The fact that a compensation amount is reported for any tracked activity does not necessarily mean that a payment is due to you from Heels.com, since payment may be subject to conditions established by Heels.com, including policies regarding order cancellation, returned merchandise, receipt of pending credit card authorizations and minimums for earned compensation before payment is made. All determinations of Qualifying Links and the compensation due to you shall be final and binding.

5.5. All determinations of Qualifying Links and whether a commission is payable will be made by Heels.com and will be final and binding on both parties. Prices for the products will be set solely by Heels.com in its discretion.

5.6. Only those who are approved by Heels.com at the time of receipt of a Customer offer(s) will be eligible for payment under this Agreement.

5.7. As an independent contractor, you will be solely and entirely responsible for any and all taxes and/or other fees or obligations associated with the receipt of payment under this Agreement.

5.8. The terms and conditions of this Section 5, including the fee amounts, may be changed at any time and for any reason within Heels.com's sole discretion.

6. REFERRAL FEE PAYMENT

Unless otherwise stated in an Offer Addendum, we will pay you referral fees on a monthly basis. Approximately thirty (30) days following the end of each month, we (or our designee, CJ) will send you a check for the referral fees earned on Qualifying Product revenues for that month, less any returns and canceled orders. However, if the referral fees payable to you for any month are less than \$25.00, we will hold those referral fees until the total amount due is at least \$25.00 or (if earlier) until this Agreement is terminated.

7. OWNERSHIP, LICENSES AND PAY PER CLICK SEARCH ENGINE POLICY

7.1. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

7.2. We grant you a limited, revocable, non-exclusive, license to use the graphic image and text, which may include our name, logos, trademarks, service marks (collectively, the "Heels.com Marks"), designated in the Offer, only as provided to you through CJ's Site and solely for the purpose of creating links from your Site to our Site pursuant to this Agreement. Except as expressly set forth in this Agreement or permitted by applicable law, you may not copy, distribute, modify, reverse engineer, or create derivative works from the same. You may not sublicense,

assign or transfer any such licenses for the use of the same, and any attempt at such sublicense, assignment or transfer is void. Any prominent use of the Heels.com Marks on your Site must be approved by Heels.com prior to publishing. We may revoke your license at any time by giving you written notice.

7.3. As a condition to your acceptance and participation in the Program, you agree not undertake or engage in the following practices, and any violation of this Section shall be deemed a material breach of this Agreement:

- (a) Use or otherwise incorporate the word "Heels.com" or variations or misspellings in the domain name(s) of your Site(s);
- (b) Modify or alter Heels.com's Site in any way;
- (c) Make any representations, either express or implied, or create an appearance that a visitor to your Site is visiting Heels.com's Site, e.g. "framing" the Heels.com Site, without Heels.com's prior written approval; or
- (d) "Scrape" or "spider" the Heels.com Site or any other Heels.com website for content (such as images, logos and text).

Furthermore, upon Heels.com's request, you shall immediately remove from your Site any Link to our Site which is displayed on a page which we, in our sole discretion, deem objectionable.

7.4. Pay Per Click Search Engine Placement Policy: Affiliates ARE permitted to bid on any terms related to Heels.com, excluding branded terms, variations, or misspellings thereof, at any price point you choose. Affiliates ARE also permitted to utilize our URL as your display URL in Pay-Per-Click advertising. Affiliates ARE also permitted to link directly from their PPC ad to any page on our site.

7.5. Customers that link from your Web site to Heels.com's Web site under this program become Heels.com's customers and Heels.com's responsibility for purposes of their business relationship with Heels.com. Heels.com Customer lists and other Heels.com Customer information are Heels.com's trade secret information.

8. TERMINATION

8.1. Either party may terminate an Offer at any time by deleting their acceptance of the Offer through CJ. Termination of a specific Offer shall not be deemed to terminate any other Offers.

8.2. Either party may terminate this Agreement at any time, for any reason. In addition, Heels.com shall be entitled to terminate this Agreement immediately if you materially breach or violate any terms or conditions of this Agreement, or if Heels.com determines, in its sole discretion, that there are technical, or operational issues (e.g. interruptions caused by or shifts in online/Internet technology) that adversely affect the implementation of the Program, or the orders/referrals were obtained fraudulently, or through misrepresentation, in which case Heels.com reserves the right to withhold payment of associated referral pending an investigation of the suspected fraud or misrepresentation. Termination of this Agreement shall also terminate any outstanding Offer. However, all rights to payment, causes of action and any provisions that by their terms are intended to survive termination, shall survive termination of this Agreement.

8.3. Upon termination of this Agreement for any reason, you will immediately cease use of, and remove from your Site, all links to our Site, and all Heels.com trademarks, trade dress and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program.

8.4. You are only eligible to earn commissions on Qualifying Product Revenues occurring during the term of this Agreement, and referral fees earned through the date of termination will remain payable only if the related Qualifying Products are not canceled or returned by a Customer.

9. REPRESENTATIONS

9.1. You represent and warrant that (a) you have the authority to enter into this Agreement and sufficient rights to grant any licenses expressed herein, and (b) any material displayed on your Site will 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) be defamatory or libelous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition, anti-discrimination or false advertising; (vi) promote violence or contain hate speech; (vii) promote discrimination based on race, age, sex, religion, nationality, sexual orientation or disability; (viii) contain viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines' or (ix) otherwise constitutes an "unsuitable Site" as determined by Heels.com in accordance with the terms outlined in the Section 1 above titled "Participation in the Program."

9.2. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HEELS.COM MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR ANY PRODUCTS SOLD THROUGH THE PROGRAM OR THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND WE WILL NOT BE RESPONSIBLE FOR CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

10. INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold harmless the other party 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.

11. LIMITATION OF LIABILITY

In no event will either party be liable to the other party for any direct, indirect, special, exemplary, consequential or incidental damages arising from or related to this Agreement, the Program, or CJ, even if informed of the possibility of such damages. Further, Heels.com's aggregate liability arising from this Agreement and the Program shall not exceed the total referral fees paid or payable to you under this Agreement.

12. GENERAL

12.1. No Agency. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect, and nothing in this Agreement (including any Offer) shall create any partnership, joint ventures, agency, franchise, sales representative or employment relationship between the parties. Neither party shall make any statement, whether on their sites or otherwise, that reasonably would contradict anything in the paragraph.

12.2. Responsibility for Binding Agreement. 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 Sites that are similar to or compete with your 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.

12.3. Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Florida, without reference to rules governing choice of laws and you irrevocably consent to the jurisdiction of such courts. Heels.com may freely assign their rights in this Agreement. An affiliate may not assign affiliate rights in this Agreement.

12.4. Counterparts; Manifestation of Assent. This Agreement may be agreed to in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution and manifestation of assent may be achieved in any format convenient to the parties.

12.5. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

12.6. Assignment. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent, which may be withheld in our sole discretion. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and 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.

12.7. Equitable Relief. The parties agree that any breach of either of the party's obligations regarding trademarks, service marks or trade names, confidentiality, links or the removal of links, and/or user data may result in irreparable injury for which there may be no adequate remedy at law. Therefore, in the event of any breach or threatened breach of a party's obligations regarding trademarks, service marks or trade names, confidentiality, links or the removal of links, and/or user data, the aggrieved party will be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.

12.8. Obligation to Mediate in Good Faith. Except as provided in this Section 12.7, before either party initiates a lawsuit against the other relating to this Agreement, the parties agree to mediate all disputes and claims arising out of or relating to this Agreement, the parties' performance under it, or its breach. To this end, either party may request, after informal discussions have failed to resolve a dispute or claim, that each party designate an officer or other management employee with authority to bind the party to meet in good faith and attempt to resolve the dispute or claim through mediation. During their discussions, each party will honor the other's reasonable requests for information that is not privileged and relates to the dispute or claim. This Section does not apply (i) should the expiration of the statute of limitations for a cause of action be imminent, or (ii) if a party is seeking an injunction pursuant to Section 12.8.

12.9. Force Majeure. You acknowledge that Heels.com's and CJ's servers, equipment, and services (e.g. tracking and reporting) may be subject to temporary modifications or shutdowns due to causes beyond Heels.com's and CJ's reasonable control. Such temporary service interruptions will not constitute a material breach of this Agreement. Heels.com and CJ will use commercially reasonable efforts to provide the services contemplated under this Agreement and to remedy any temporary interruptions or other problems that adversely affect the Program.

12.10. Attorneys' Fees. In the event any action is commenced to construe or enforce any provision of this Agreement, the prevailing party, in addition to all other amounts such party is be entitled to receive from the other party, will be entitled to receive its reasonable attorneys' fees and costs incurred in bringing such action.

12.11. Survival. Sections 8 (Termination), 10 (Indemnification), 11 (Limitation of Liability), and 12 (General), including all subsections thereof, shall survive the termination of this Agreement.

12.12. Modifications. We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion by giving you notice of the modification through CJ. Modifications may include, for example, 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.

