

Gosport Community Responders Link Sponsor Agreement

By completing and submitting the accompanying ("Gosport Community Responders ") Link Sponsor Program ("Link Sponsor Program") application form, you are agreeing to enter into a legal agreement with Gosport Community Responders, which contains all of the terms and conditions below and governs your participation in the Gosport Community Responders Link Sponsor Program. As used in the Agreement, "Gosport Community Responders", "we", "us" or "our" means Gosport Community Responders, and "Applicant", "you", "your" and "yours" means you, the applicant. "Link Sponsor" means an applicant that has completed the application form described above and that has been accepted by Gosport Community Responders into the Link Sponsor Program.

"Your Site" or Affiliate Site means the World Wide Web site that you specify in the application that is owned by you. The " Gosport Community Responders Site(s)" shall mean any websites that are owned and operated by Gosport Community Responders.

The purpose of this Agreement is to allow HTML linking between Your Site and the Gosport Community Responders Site(s).

2. Statement of Investigation

You acknowledge that you have read this Agreement and agree to all of its terms and conditions. You acknowledge that you have independently evaluated the desirability of participating in Gosport Community Responders Link Sponsor/s Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

3. Application to the Gosport Community Responders Link Sponsor Program

To begin the application process, you must submit a completed Link Sponsor Program Application. Gosport Community Responders may reject your application if it determines (in its sole discretion) that Your Site is unsuitable for the Gosport Community Responders Link Sponsor Program for any reason, including, but not limited to, if Your Site incorporates images or content that is in any way competitive, unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethically or otherwise objectionable. If Gosport Community Responders rejects your application, you may reapply at any time, and Gosport Community Responders will reconsider the application.

4. No Spamming: Promoting Gosport Community Responders sites via unsolicited email is strictly prohibited, and Link Sponsor agrees to not reference Gosport Community Responders in any way, shape, or form, in any email that Link Sponsor sends in which the recipient has not specifically asked to receive it. In the case of mailings which are conducted by a third party on Link Sponsors behalf, Link Sponsors assumes full responsibility and is advised to perform due diligence to ensure that the mailing list is in fact 100% opt-in. Furthermore, Link Sponsors MAY NOT link to any Gosport Community Responders site from any URL that is promoted via unsolicited email.

The Link Sponsor agrees that Gosport Community Responders will terminate this Agreement if Link Sponsor is found in violation of this policy.

5. Linking Your Site to Gosport Community Responders /Limited License Grant

As an Link Sponsor Site, we will make available to you banner advertisements, button links, or text links to the Gosport Community Responders Site(s), containing Gosport Community Responders, trademarks, service marks, trade names, logo and words identifying Gosport Community Responders (the Gosport Community Responders Marks) (each of these advertisements and links referred to herein as "Links," or individually as a "Link"), which, subject to the terms and conditions hereof, you may display on Your Site. In utilizing the Links, you agree that you will cooperate fully with Gosport Community Responders in order to establish and maintain such Links. All Link Sponsors shall display such Links prominently throughout the Link Sponsor Site. Each Link connecting users of Your Site to Gosport Community Responders Sites, will in no way alter the look, feel or functionality of Gosport Community Responders Site. Gosport Community Responders has the right in its sole discretion to monitor Your Site at any time and from time to time to determine if you are in compliance with the terms of this Agreement. You also agree that you will substitute such images with any new images provided by Gosport Community Responders from time to time throughout the term of this Agreement.

Subject to the terms and conditions of this Agreement, Gosport Community Responders grants you a limited, non-exclusive, non-assignable, non-transferable, royalty-free license to (1) place Links on the Link Sponsors Site during the term of this Agreement; and (2) to use the Gosport Community Responders Marks as incorporated into the Links, for the sole purpose of linking to the Gosport Community Responders Site(s).

6.Ownership of Links and Gosport Community Responders Marks.

You acknowledge that all right, title and interest in the Links and the Gosport Community Responders Marks are exclusively owned by Gosport Community Responders and/or its licensors, and that no right other than the limited license granted herein is provided to you. You shall not assert copyright, trademark or other intellectual property ownership or other proprietary rights in the Links or the Gosport Community Responders Marks or in any element, derivation, adaptation, variation or name thereof.

You agree that your use of the Links and the Gosport Community Responders Marks incorporated therein, inures to the benefit of Gosport Community Responders. All goodwill or reputation in the Links and the Gosport Community Responders Marks shall automatically vest in Gosport Community Responders when the Links are used by you pursuant to this Agreement. You shall not contest the validity of any of the Gosport Community Responders Marks or Gosport Community Responders exclusive ownership of them. During the term of this Agreement, you shall not adopt, use, or register, or apply for registration of, whether as a corporate name, trademark, service mark or other

indication of origin, any of the Gosport Community Responders Marks, or any word or mark confusingly similar to them in any jurisdiction.

Use of the Links and the Gosport Community Responders Marks is subject to Gosport Community Responders Linking and Trademark Guidelines, which appear as Appendix A at the end of this Agreement. Gosport Community Responders may modify the Linking and Trademark Guidelines from time to time, and will take commercially reasonable steps to notify you of the modifications.

7. Referral Fees (Link Sponsor Financial Compensation)

Link Sponsors Will NOT receive any referral fees.

8. Obligations Regarding Your Site

You are solely responsible for the development, operation, and maintenance of Your Site and for all materials and content that appears on Your Site. Gosport Community Responders will not be responsible for and disclaims all liability for any of the foregoing.

You agree to indemnify and hold Gosport Community Responders harmless from all damages, claims, fees (including attorneys' fees), and expenses arising from or relating to the development, operation, or maintenance of Your Site and any content displayed on Your Site including but not limited to any claim that content displayed on Your Site infringes or misappropriates any intellectual property right of a third party.

9. Term of the Agreement

The term of this Agreement begins upon Gosport Community Responders acceptance of your application for the Link Sponsor Program, and ends when terminated by either party in accordance with this Agreement. Either you or Gosport Community Responders may terminate this Agreement at any time, for any reason or no reason, by giving the other party written notice of termination. Within 24 hours after termination (whether by you or Gosport Community Responders), you must remove the Gosport Community Responders Links and any other Gosport Community Responders Marks from Your Site and you must destroy or erase from computer memory or any other storage device any items you might have that contain Gosport Community Responders Links, Gosport Community Responders Marks or Gosport Community Responders Confidential Information (as defined herein).

10. Modification

Gosport Community Responders may modify any of the terms and conditions contained in this Agreement and will notify you of the modification. via email, and a change notice will be posted on the Gosport Community Responders Site from which you retrieve the reports or other information made available by Gosport Community Responders. If a modification is unacceptable, you may terminate this Agreement by giving notice of termination to Gosport Community Responders and following the procedures in Section

9 (Term of Agreement). If you do not give Gosport Community Responders notice of termination in accordance with Section 9 continue to display the Links on Your Site, then you will be deemed to have accepted the modifications.

11. Relationship of the Parties

You and Gosport Community Responders are independent contractors, and nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Gosport Community Responders. You understand that you do not have authority to make or accept any offers or make any representations on behalf of Gosport Community Responders. You may not make any statement, whether on Your Site or otherwise, that would contradict anything in this section.

12. Confidentiality

During the term of this Agreement, you may have access to certain Confidential Information (as defined below), You agree (i) not to disclose any Confidential Information to any third parties (other than your employees and/or consultants reasonably requiring such Confidential Information for purposes of this Agreement who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without the express prior written consent of Gosport Community Responders, (ii) not to use any Confidential Information for any purposes except carrying out your rights and responsibilities under this Agreement, and (iii) to keep the Confidential Information confidential using the same degree of care you use to protect your own confidential information, as long as you use at least reasonable care. For purposes of this Agreement, "Confidential Information" means, any and all information in written, representational, electronic or other form relating directly or indirectly to the present or potential business, operation or financial condition of Gosport Community Responders (including, but not limited to, marketing plans, customer and supplier lists and product data) excluding any such information which at the relevant time (i) is known to the public (through no act or omission of the Link Sponsor in violation of this Agreement), (ii) is lawfully acquired by the Link Sponsor from an independent source having no obligation to Gosport Community Responders maintain the confidentiality of such information or (iii) was known to the Link Sponsor prior to its disclosure under this Agreement.

13. Disclaimers

except as expressly set forth in the agreement, Gosport Community Responders makes no, and expressly disclaims any, representations or warranties, express or implied, regarding the Link Sponsor program, the links, trademarks, the Gosport Community Responders sites, the Gosport Community Responders service, and any other service provided by Gosport Community Responders hereunder, and any other service, content, tools, or related documents or materials (in electronic form or otherwise) provided hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose, title or non-infringement and implied warranties arising

from a course of dealing or course of performance or trade usage. Gosport Community Responders expressly disclaims any representation or warranty regarding the performance, availability, functionality, or any other aspect of the Gosport Community Responders sites.

You understand that the operation and/or use of the Links or the Gosport Community Responders Site(s) may not be uninterrupted or error free, and may have errors or omissions. You agree that Gosport Community Responders will not be liable for any interruptions or errors in using the Links.

14. Limitation of Liability

Gosport Community Responders will not be liable for lost profits, lost business opportunities or any other indirect, special, punitive, incidental, or consequential damages arising out of or related to this agreement, the links, the Gosport Community Responders service or Gosport Community Responders Link Sponsor program, even if Gosport Community Responders has been advised of the possibility of such damages, including loss of data or loss or interruption of services or communications. further, Gosport Community Responders aggregate liability for direct damages arising under this agreement will not exceed the amount of the total referral fees paid or payable to you under this agreement.

15. Miscellaneous Provisions

The laws of England will govern this Agreement.