

CERTIFIED HOSTING WEBHOST AFFILIATE AGREEMENT

1. PARTY DEFINITIONS:

1.1. The operative Parties referred to in this Agreement are as follows:

1.1.1. **Us, the Operator** – Certified Hosting Solutions is the operator of the affiliate program described on <http://certifiedhosting.com> (hereinafter the “Site” or “Website”). Certified Hosting Solutions permits affiliates to promote the websites identified on the Site (hereinafter the “Program Sites”) under the terms and conditions of this Affiliate Agreement (“Agreement”). Hereinafter, when first-person pronouns are used in this Agreement, (Us, We, Our, Ours, etc.) they are referring to Certified Hosting Solutions, and/or the Site. We may also be referred to as “Operator” in this Agreement.

1.1.2. **You, the Affiliate** – This Agreement will refer to the Affiliate as “You” or through any second-person pronouns, such as “Yours,” etc. Hereinafter, all Affiliates shall be referred to as “Affiliate” or by applicable second-person pronouns.

1.1.3. **The Parties** – Throughout certain provisions of this Agreement, Operator and Affiliate shall be collectively referred to as the “Parties” or as a “Party” when referred to individually within the same provision.

2. RECITATIONS:

2.1. **WHEREAS**, this Agreement describes the entire terms and conditions for participation in the Certified Hosting Affiliate Program.

2.2. **WHEREAS**, We have developed an affiliate marketing program (hereinafter the “Program”) and intend to market the Program and associated content on the Program Sites through various online and traditional media, and elsewhere;

2.3. **WHEREAS**, You desire to become a member of the Program; and

2.4. **WHEREAS**, by agreeing to the terms of this Agreement, You understand that You are merely requesting acceptance into the Program and that You are not an Affiliate of Ours until You have been accepted into the Program by Us;

2.5. **NOW, THEREFORE**, for good and valuable consideration, and in consideration of the mutual covenants and conditions herein set forth, and with the intent to be legally bound thereby, the Parties hereby agree as follows:

3. INTRODUCTORY PROVISIONS:

- 3.1.** This Agreement is a voidable contract as between You and Us, and We are not bound by its terms until such time as We accept You into the Program. This Agreement and the provisions hereof, shall be in full force and effect commencing on the date You are accepted into the Program by the Us and continuing until the Agreement is terminated by either of the Parties in accordance with the termination provisions set forth elsewhere in this Agreement. Your acceptance of this Agreement is effective upon Your registration to become an Affiliate via the link at: <https://certifiedhosting.com/affiliates> or any other location which may allow You to register as an Affiliate. Should You not be accepted into the Program, this Agreement will be considered void as between You and Us.
- 3.2. Defining This Agreement** – This Agreement is a legal contract between You, (the Affiliate) and Us (the Operator). You should treat it as any other legal contract by reading its provisions carefully, as they will affect Your legal rights. By assenting to this Agreement or by taking advantage of any of the benefits of membership in Our Program should you be accepted, You are affirmatively agreeing to be bound by all of the terms contained in this Agreement. You may not pick and choose which terms apply to You. If You do not agree to be bound by all of the terms in this Agreement, You must cease all activities contemplated by this Agreement, cease participation in the Program and forfeit all commissions that may be due. This Agreement may be supplemented by Us with various Program Rules which can be found on Our FAQ page, here; <https://certifiedhosting.com/affiliates>. You agree that such Program Rules, as amended from time to time, constitute a material part of this Agreement.
- 3.3. Electronic Signatures / Assent Required** – Nobody is authorized to act as an Affiliate for this Site unless they have signed this Agreement and have been accepted into the Program by Us. Such signature does not need to be a physical signature, since electronic acceptance of this Agreement is permitted by the Electronic Signatures in Global and National Commerce Act (E-Sign Act) and similar federal and state laws. You manifest Your agreement to this contractual Agreement by taking any act demonstrating Your assent thereto. Most likely, You have clicked a button containing the words “I agree” or some similar syntax. You should understand that this has the same legal effect as You placing Your physical signature on any other legal contract. If We discover that You have not signed this Agreement, You will not be considered for acceptance into the Program, and, if You are already an Affiliate, You will be terminated from the Program. Any funds otherwise due will be forfeited, and You will be required to refund any payments made to You. If You fail to remit this refund within thirty (30) days of Our demand for repayment, We will take legal action against You.
- 3.4. Revisions to This Agreement**

- 3.4.1.** From time to time, We may revise this Agreement. We reserve the right to do so, and You agree that We have this unilateral right. You agree that all modifications or changes to this Agreement are in force and enforceable immediately upon posting. Any updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect. To the extent any amendment of this Agreement is deemed ineffective or invalid by any court, the parties intend that the prior, effective version of this Agreement be considered valid and enforceable to the fullest extent.
- 3.4.2.** We agree that if We change anything in this Agreement, We will change the “Last Modified” date at the top of this Agreement. You agree to periodically re-visit this web page to view this Agreement, and to use the “Refresh” button on Your browser when doing so. You agree to note the date of the last revision to this Agreement. If the “Last Modified” date remains unchanged from the last time You reviewed this Agreement, then You may presume that nothing in the Agreement has been changed since the last time You read it. If the “Last Modified” date has changed, then You can be certain that something in the Agreement has been changed, and You should review it carefully.
- 3.4.3.** Waiver – if You fail to periodically review this Agreement to determine if any of the terms have changed, You assume all responsibility for such omission and You agree that such failure amounts to Your affirmative waiver of Your right to review the amended terms. We are not responsible for Your neglect of Your own legal rights.

3.5. Separation of Affiliate and Operator is Complete and Total –

- 3.5.1.** The Operator and Affiliate are completely separate entities and neither shall be, nor represent themselves to be, a partner, franchiser, franchisee, broker, employee, servant, joint venturer, agent, or representative of the other for any purpose whatsoever. No Party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, another Party, or to bind another in any manner or thing whatsoever.
- 3.5.2.** Nothing provided – Acting as an Affiliate does not mean that You are an employee of the Operator. In fact, You are specifically placed on notice that You are not an employee of the Operator. You are, at most, an independent contractor. No tools, no materials, and no support (other than what is specifically described in this Agreement) shall be

provided to You. You are responsible for all Internet access, computer equipment, modems, software, and other necessary requisites that You may need in order to function as an Affiliate.

4. SPECIFIC GRANT OF LICENSE AND AFFILIATE'S CONTENT:

- 4.1.** Subject to Your acceptance into the Program, We agree to provide access to and membership in the Program to You and to provide You with the right to market, advertise and promote Our online services and content on Your website, web page, blog, forum, or user-controlled area of a third party's website (hereinafter "Your Affiliate Website(s)").
- 4.2.** We will provide You access to a selection of promotional content including images, recordings, video, audio, links, computer script, advertising banners, sub-domains and other promotional materials (hereinafter, "Materials") that are associated with the Program and the Program Sites, from time to time, and hereby grant You a non-exclusive, restricted, license to use such Materials solely for the purposes set forth in this Agreement. You may not use the Materials for the promotion of any other site or for any other purpose. THIS LICENSE IS REVOCABLE AT WILL. SUCH REVOCATION DOES NOT REQUIRE PRIOR NOTICE.
- 4.3.** We reserve all rights to select, alter, delete, add to, or remove any and all Materials used by You to promote Our Program Sites. Our Materials may not be used in violation of any term contained in this Agreement.
- 4.4.** Your license to use the Materials shall automatically terminate, and all rights shall automatically revert to Us upon cancellation or termination of Your membership or Your withdrawal from the Program. You may not copy, reproduce, alter, modify, change, broadcast, distribute, transmit, disseminate, sell, nor offer for sale in any manner, the Materials at any time anywhere in the world except as expressly authorized by Us, in writing.
- 4.5.** If You are accepted into the Program, We will provide You with the information necessary to operate as an Affiliate.
- 4.6.** If You create Your own marketing materials, We have the right to exercise editorial control over the materials and shall have the right to demand that You cease use of any materials whatsoever that may be used to promote the Program directly or indirectly. Failure to adhere to any demand made by Us in this regard within forty-eight (48) hours of the demand being made, shall constitute a material breach of this Agreement and shall subject Your membership to immediate termination.
- 4.7.** If You create Your own marketing materials, We reserve the absolute right to demand that these materials contain certain text, online agreements, documents,

notices, disclaimers, or age verification devices that may be necessary or desirable to protect Our legal interests.

- 4.8. You shall be solely responsible for all content available on or through Your Affiliate Website. You warrant that Your Affiliate Website and the materials thereupon will not infringe upon or contain any content that infringes upon or violates any intellectual property rights, publicity rights, or otherwise violates any applicable law, rule or regulation. We shall have no obligations with respect to the content available on or through any participating website, including but not limited to, any duty to review or monitor any such content. Pursuant to 47 U.S.C. §230, We are not responsible for materials created by third parties, appearing on Our Site or any Affiliate's sites. You agree to indemnify Us for any claims, charges, debts, allegations or lawsuits arising out of any material appearing on Your Affiliate Website.
- 4.9. As more fully described *infra*, We shall always remain the owner or licensor of all intellectual property rights pertaining to the Materials, which may be licensed from third-party content producers.
- 4.10. Your license to use any of Our Materials shall automatically terminate, and all such rights shall automatically revert to Us upon cancellation of Your membership or Your withdrawal from the Program.

5. ENROLLMENT:

- 5.1. Acceptance into the Program is not automatic. In order to enroll in Our Program, the first step is to submit a completed application form through Our Program website here: <https://certifiedhosting.com/affiliates/signup.html>. After Your application is complete, We will evaluate Your application and notify You of Your acceptance, if You are accepted. We reserve the right to refuse acceptance at any time and for any reason. Any Affiliate not pre-approved by Us will be terminated without penalty to Us and such Affiliate will not be entitled to any payments provided by the Program.
- 5.2. We reserve the right to accept or reject applications and/or terminate Your participation in the Program for any or no reason, in Our sole and absolute discretion including, but not limited to:
 - 5.2.1. Unlawful content appearing on Your Affiliate Website;
 - 5.2.2. Defamatory, obscene, child pornographic, harassing, or otherwise objectionable content (as determined in Our discretion) appearing on Your Affiliate Website;
 - 5.2.3. If Your Affiliate Website promotes or facilitates illegal activity, or violates the rights of others such as copyright, trademark, other

intellectual property infringement, right to privacy, right to publicity, or other similar rights;

- 5.2.4. If You or Your Affiliate Website encourages password theft or hacking;
- 5.2.5. If Your Affiliate Website does not receive a sufficient number of unique hits;
- 5.2.6. If You appear to utilize deceptive, unlawful or unfair promotional tactics or devices;
- 5.2.7. If Your Affiliate Website or content found thereon violates Our Acceptable Conduct Policy or any other provision in this Agreement; or,
- 5.2.8. If We deem Your application or Your Affiliate Website to be unsuitable for any reason.
- 5.2.9. We will reject applications for affiliates who use URLs that are confusingly similar to Our trademarks and service marks.

6. FREE WEB HOSTING ACCOUNT

- 6.1. We may, in Our sole discretion, offer an additional free web hosting account package whereby We provide You with web space and bandwidth for the sole purpose of promoting Our Site.
- 6.2. In promotion of Our Site You may incorporate any of the following on Your Affiliate Website:
 - 6.2.1. Your own domain name to set up a website duplicating Our hosting plans and prices, provided You adhere to all other provisions of this Agreement regarding domain names;
 - 6.2.2. Your own testimonial and/or review website about Our Services;
 - 6.2.3. A blog displaying Our promotions and/or coupon codes;
 - 6.2.4. Any and all links belonging to and authorized by Certified Hosting Solutions.
- 6.3. The free web hosting account permits one (1) domain name registration only.
- 6.4. The free web hosting account must be used for the sole purpose of advertising Our Site.

- 6.4.1. If You are found to be using the hosting for any other purpose, the free web hosting account, along with your Affiliate account will be terminated. Current paid hosting accounts cannot be converted to an Affiliate free hosting account.

7. ACCEPTABLE CONDUCT POLICY FOR AFFILIATES:

- 7.1. You agree to be bound by the following general policies in connection with all content with which Our Materials are associated:
 - 7.1.1. You shall have no content on Your Affiliate Website that promotes or facilitates illegal activity, or violates the rights of others such as copyright, trademark, other intellectual property infringement, right to privacy, right to publicity, or other similar rights;
 - 7.1.2. You shall have no content that is prohibited (“Prohibited Content”). The Site takes no position as to whether such content is illegal under any given state or federal law, but imposes the prohibition based on its own business policies. Prohibited Content includes, but is not limited to: child pornography, incest content, warez content, scatological content, death images, defecation, feces, genital mutilation, underage teen modeling, actual or simulated rape, sexual violence, menstruation, obscenity, bestiality, threats of physical harm to persons or property, actual violence inflicted on individuals by themselves or others, programs containing viruses, pirated software, wire fraud, drug trafficking, and/or violations of international export control laws. We reserve the right to update the categories of Prohibited Content and to review and/or reject any content created and/or posted by the You on Your Affiliate Website, although We undertake no obligation to monitor Your Content or take any such actions.
 - 7.1.3. Our Affiliates are strictly forbidden to engage in any fraudulent, deceptive or unfair transactions or trade practices. You agree to fully comply with the United States Federal Trade Commission (“FTC”) statutes and regulations (if You do business in the United States or with United States based customers), and any related rules, policies, and advisory opinions issued by the FTC. No commissions will be paid on transactions that are in violation of these regulations, and may be withheld if such conduct is suspected.
 - 7.1.4. You shall not promote any of Our Sites on any site that encourages password trading, distribution, or hacking. You may not engage in promotion through the direct or indirect use of warez content, spamming, listing on newsgroups, search engines, bulk emailing, or hidden frames.

- 7.1.5. You shall not engage in any activities that may be harmful to the image, goodwill, or reputation of the Operator. Whether activities meet this definition is in Our sole discretion.
- 7.1.6. You agree not to utilize any techniques to manipulate search engine results that may be false, misleading, infringing, or otherwise manipulative or deceptive in order to drive traffic to Your Affiliate Website.
- 7.1.7. You are not permitted to utilize any meta-tags, pay-per-click advertising campaigns, or other search engine terms that would imply or suggest that illegal content may be found on Your Affiliate Website. **Additionally, You may not use Our trademarks or other intellectual property in any meta-tags and/or pay-per-click-advertising campaigns.**
- 7.1.8. You shall not attempt to cheat, defraud, or mislead the Operator, in any manner.
- 7.1.9. Violation of the restricted nonexclusive license provided in this Agreement is prohibited.
- 7.1.10. You shall not use any material that contains “Trojan Horses,” viruses, or the like, which cause or have the potential to cause damage to any computer or programs, regardless of the intent. You will be solely responsible for any damage caused by the aforementioned destructive materials, and the use of such materials will result in Your termination from this Program.
- 7.1.11. You may not circumvent, nor attempt to circumvent, any age verification device implemented by the Operator which restricts access to the Program Sites, or any screen requiring users to enter their birth date and/or requiring agreement to the Operator’s User Agreement, i.e., “Terms & Conditions.”
- 7.1.12. **Promotional Restrictions and SPAM** – You may use any reasonable or approved promotional tool desired, with the following exceptions:
 - 7.1.12.1. You may only use electronic mail as a promotional tool if You receive approval from Us in advance. To request using electronic mail as part of Your promotion, You must contact Us and provide the following details with Your request: full text of proposed e-mail, target date of sending the e-mail, and source and size of mailing list. Sending is prohibited until We approve Your request.

We may request additional information from You, or We may deny Your request with or without explanation.

7.1.12.2. SPAM. As outlined above, You may only use electronic mail as a promotional tool if You receive approval from Us in advance. If You are granted such approval, You agree not to use the facilities and capabilities of the Site to solicit the performance of any activity that is prohibited by the United States' CAN-SPAM Act (15 U.S.C. § 7701 *et seq*) dealing with illegal distribution of Unsolicited Commercial Bulk Email ("UCBE"), commonly known as "spam." You shall never forge or use without authorization, any mail header information in advertising for Our Site. Any violation of the CAN-SPAM Act, as perceived in Our discretion, is strictly prohibited. Any Affiliate using unsolicited email, which does not strictly comport with the provisions of the CAN-SPAM Act, will be immediately terminated as an Affiliate and no commissions will be paid to any such offending Affiliate. If such conduct is suspected, any commissions will be withheld, and the Affiliate will be reported to the appropriate authorities. Furthermore, for purposes of this Agreement, "spam" includes all definitions found within the CAN-SPAM Act as well as any other unsolicited commercial messages, including but not limited to, messages on social networking sites, instant messaging systems ("spim"), online forums, blogs, wiki sites, and text messaging systems. We reserve the right to conduct random audits of all of Our Affiliates to determine whether this provision is being complied with, and any suspected offending activity will result in immediate termination and suspension of all payments. Any violation will result in the forfeiture of any payments due. You may consult www.FTC.gov for more information concerning the CAN-SPAM Act.

7.1.12.3. NO DECEPTIVE ADVERTISING. All forms of deceptive or unfair advertising are prohibited. If You are uncertain as to the requirements of any federal or otherwise applicable advertising law, You understand that You should obtain legal advice before engaging in any promotion. More information about deceptive trade practices can be found here: www.FTC.gov.

7.1.12.4. You may not use third party websites to promote Our Site if such promotion would violate the third party

website's own terms of service and/or policies. You are solely responsible for ensuring that Your promotion does not violate a third party website's policies, and You understand that We are not responsible for any violation of such policies which may be committed by You.

- 7.1.13.** You shall not "hotlink" to any of Our images, banners and/or graphics unless they have been provided to You for this purpose.
- 7.2.** Suspected violation of any portion of the Acceptable Conduct Policy provisions may result in Your termination from the Program and forfeiture of any past or future commissions or payments, whether earned or unearned. If, in Our sole discretion, You have violated any of the Acceptable Conduct Policy provisions, You will forfeit all funds otherwise due, and We will fully cooperate with law enforcement regarding the investigation of Your actions.
- 7.3.** We shall retain the discretion to interpret, modify, terminate and/or enforce any of the general policies for Affiliates.
- 7.4.** If You violate any portion of the Acceptable Conduct Policy, You hereby agree that You are responsible for any monetary damage incurred by Us in handling the violation.
- 7.5.** Nothing contained in this Section, or any part of this Agreement, shall constitute legal or professional advice regarding any matter referenced therein. You are responsible for obtaining Your own legal advice regarding compliance with any and all applicable laws or regulations.

8. AFFILIATE'S NOTIFICATION DUTY:

You agree to immediately notify Us of the following:

- 8.1.** Any and all URLs where Our Site(s) will be promoted.
- 8.2.** Whenever there are inquiries or concerns by any individual regarding any questionable activities of any kind.
- 8.3.** If You receive any inquiries or requests for information regarding the following subjects (irrespective of whether the inquiry or request relates to Your promotion of the Program or the Program Sites):
- SPAM Complaints
 - Copyright Infringement
 - Trademark Infringement
 - Deceptive Trade Practices

- Misleading Search Terms
- Invasion of Publicity or Privacy Issues
- Fraud, including Credit Card Fraud.
- Any other criminal investigation inquiry of any kind unless You are clearly prohibited from doing so by law.
- Any other civil investigation inquiry of any kind that pertains to You, even if it does not relate to Your relationship with Us.
- Any civil or criminal subpoena served upon You, even if it does not relate to Your relationship with Us.

8.4. Failure to adhere to this section shall constitute a breach of this Agreement, and You will be responsible for any damage to Us based on Your failure to notify Us as required by this section.

8.5. You agree to provide Us with the means necessary to monitor the source of traffic You send to Our Site, although We undertake no obligation to do so. To that end, and solely for that purpose, if Your Affiliate Website has any method of access restrictions in place, You agree to send Us valid access credentials to: affiliates@certifiedhosting.com. insert support address here]. You agree that We shall not be charged or incur any expense from You by Your providing Us with such access credentials. We undertake no responsibility to approve or review any content, not provided by Us, appearing on Your Affiliate Website, and You remain solely liable for all content appearing on Your Affiliate Website.

9. COMPENSATION:

9.1. You will be compensated in accordance with the current rates posted here: <https://certifiedhosting.com/affiliates>, which may be altered from time to time in Our discretion without notice to You and without penalty to Us. Once You are accepted into the Program, You must choose the specific rate program that is available to You. Additionally, any changes to Our compensation rates will only be applied to referrals sent to Us after the publication of the change. You agree that You will periodically check the rates found at the above URL, and Your continued participation in the Program manifests Your assent to any changes in the rates.

9.2. You will be compensated with a commission or referral fee according to the terms of the Program referred to in the above link. All payouts are currently disbursed by check on a monthly basis, approximately forty-five (45) days from the end of the given pay period. Affiliates must generate a commission of at least \$50.00 or more before the first payout is disbursed.

9.3. All new sign-ups must remain in good standing for a minimum of ninety (90) days in order for Your commission to be paid.

- 9.4.** You agree that We, in Our sole discretion, may deny or withhold payment and/or terminate Your membership in the Program if any activity associated with Your membership is deemed suspicious or fraudulent, this includes but is not limited to unusually frequent chargebacks and/or subscription cancellations.
- 9.5.** In the event this Agreement is terminated for cause, all rights to compensation will be forfeited, and You will not receive any further commissions or referral fees.

10. BILLING AND DISBURSEMENT:

- 10.1.** We have the sole right to determine the manner in which payments will be processed, and the identity of any third-party processor used for billing purposes. We are not responsible for any billing errors, and You agree that You are bound by any such third-party's terms and conditions for purposes of any payment, billing, or compensation disputes. Determination of the third-party billing service shall be made at Our convenience and may be unilaterally changed by Us at Our sole convenience and discretion.
- 10.2.** If requested, You will provide Us with a Social Security Number or Federal Tax ID, so that an IRS form 1099 may be issued. Failure to provide such information to Us may result in termination of this Agreement.

11. REPRESENTATIONS AND WARRANTIES:

- 11.1.** You, as the operator of Your Affiliate Website, warrant and represent that You own or operate one or more lawful, and otherwise valid Internet website(s), or have lawful access to a user-controlled area of a third party website that adheres to the Acceptable Conduct Policy provisions as outlined above.
- 11.2.** You warrant that You are the sole owner of any and all necessary rights, title, and interest to any content contained on Your Affiliate Website, and that Your Affiliate Website is free of claims to the content by third parties.
- 11.3.** You represent that You have the requisite power and authority to enter into this Agreement and perform the obligations set forth herein and that You are an adult at least eighteen (18) years of age; that performance under this Agreement does not and will not constitute a breach of any existing contract or obligation undertaken by You; and that there are no outstanding orders, judgments, decrees, rules or regulations which would preclude You from entering into this Agreement.
- 11.4.** We make no representations or warranties other than those specifically contained herein, and specifically disclaim any implied warranties, including merchantability or fitness for a particular purpose. We make no representations of success or profitability and do not monitor or supervise the Site.

12. CONFIDENTIALITY AND PRIVACY POLICY:

- 12.1.** “Confidential Information” shall mean any confidential technical data, trade secret, user accounts and passwords, intellectual property, know-how or other confidential information disclosed by any Party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing Party as “Confidential” or “Proprietary.” If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure and reduced to writing and delivered to the receiving Party within ten (10) days of such disclosure.
- 12.2.** Notwithstanding the foregoing, Confidential Information shall not include information which:
 - 12.2.1.** Is known to the receiving Party at the time of disclosure or becomes known to the receiving Party without breach of this Agreement;
 - 12.2.2.** Is or becomes publicly known through no wrongful act of the receiving Party or any subsidiary of the receiving Party;
 - 12.2.3.** Is rightfully received from a third-party without restriction on disclosure;
 - 12.2.4.** Is independently developed by the receiving Party or any of its subsidiaries;
 - 12.2.5.** Is furnished to any third-party by the disclosing Party without restriction on its disclosure;
 - 12.2.6.** Is approved for release upon a prior written consent of the disclosing Party; or
 - 12.2.7.** Is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.
- 12.3.** You agree that You will not disclose any Confidential Information to any third party and will not use Confidential Information of the disclosing Party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement and for a period of five (5) years thereafter, without the prior written consent of the disclosing Party. You further agree that Confidential Information shall remain Our sole property and that You will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information that We have entrusted to You. We shall grant no

license to You with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.

- 12.4.** Upon Our request You will promptly return all Confidential Information furnished or gathered or received in any way and all copies thereof.
- 12.5.** The Parties agree that all publicity and public announcements concerning the formation and existence of this Agreement shall be jointly planned and coordinated by and among the Parties. You shall never disclose any of the specific terms of this Agreement to any third party without Our prior written consent. Notwithstanding the foregoing, any Party may disclose information concerning this Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior notice to the other Party.
- 12.6.** If You breach any of Your obligations with respect to confidentiality and unauthorized use of Confidential Information hereunder, We shall be entitled to equitable relief to protect Our interest therein, including but not limited to injunctive relief, as well as money damages notwithstanding anything to the contrary contained herein.
- 12.7.** We shall be entitled to make any public statement, press release or other announcement relating to the Site without any prior written approval from You.

13. INTELLECTUAL PROPERTY RIGHTS:

- 13.1.** The Parties agree that:
 - 13.1.1.** Each Party's trademarks/service marks (hereinafter "marks") are and shall remain the sole property of that Party;
 - 13.1.2.** Nothing in this Agreement shall convey to either Party any right of ownership in the other Party's marks;
 - 13.1.3.** Neither Party shall now or in the future contest the validity of the other Party's marks; and
 - 13.1.4.** Neither Party shall in any manner take any action that would either impair the value of, or the goodwill associated with, such marks.
 - 13.1.5.** The Parties acknowledge and agree that all use of the other Party's marks by a Party shall inure to the benefit of the Party whose marks are being used.
- 13.2.** Subject to the conditions and limitations herein, each Party hereby grants the other Party, during the term of this Agreement, a non-exclusive, non-

transferable license to use that Party's trade names, trademarks, service names, copyrights, and similar proprietary marks as is reasonably necessary to perform its obligations under this Agreement; provided, however, that any promotional materials containing a Party's proprietary marks will be subject to that Party's prior, written approval.

- 13.3.** Each Party agrees not to use the other Party's proprietary marks in a manner that disparages the other Party or its products or services, or portrays the other Party or its products or services in a false, competitively adverse or poor light. Each Party will comply with the other Party's requests as to the use of the other Party's proprietary marks and will avoid any action that diminishes the value of such marks. Each Party's unauthorized use of the other's proprietary marks is strictly prohibited.
- 13.4.** At any time, We may, at Our sole discretion, require a copy of any and all legal documentation showing rightful ownership, or licensed distribution for any item displayed on Your Affiliate Website so as to resolve any copyright or other legal claims that may arise. If You are unable to provide ownership or licensing information to the complaining Party and/or website, then You must remove the objectionable material, or face having the applicable pages taken down by Us.
- 13.5.** You specifically acknowledge that any marks held by Us are retained by Us and are not owned by You, licensed by You, or useable by You except to the extent specifically outlined in this Agreement.
- 13.6. Pay-Per-Click campaigns** – As stated in Section 7.1.7, You are prohibited from using Our marks in pay-per-click advertising campaigns, including but not limited to Google® AdWords campaigns. You understand and agree that Use of Our marks in such campaigns violates our intellectual property rights, and this Agreement, and is grounds for termination from the Program.
- 13.7. Uniform Resource Locator (URL) Registration:**
 - 13.7.1.** You are not permitted to register any URL or world wide web address that contains any of Our trademarks or URLs or that contain any terms that are confusingly similar to Our trademarks or Our URLs.
 - 13.7.2.** You may not register any URL or world wide web addresses that consist of, or contain, common or likely misspellings of Our trademarks or Our URLs.
 - 13.7.3.** In the event that You wish to register a URL and You are unclear as to whether the URL would be considered to be a violation of this provision, You are invited to contact Us. Upon receipt of Your request, We will issue a determination to You within thirty (30) days as to whether the URL would be a violation of this Agreement.

- 13.7.4. In the event that You do not receive a response from Us within thirty (30) days, You should consider registration of the URL to be a violation of this Agreement and You should not register the URL.
- 13.7.5. If You violate this provision of the Agreement, You will immediately transfer the offending URL to Us upon demand and at Your expense.
- 13.7.6. If We are required to enlist the assistance of an Attorney or other person to collect any liquidated damages or any other amount of money from You, or if We are required to seek the assistance of an Attorney to pursue injunctive relief against You, or if We are required to file an ICANN complaint against You in order to bring about the transfer of an offending URL to Us from You, then You additionally agree that You will reimburse Us for all fees incurred in order to collect these liquidated damages, or in order to seek injunctive relief from You, or in order to file and prosecute an ICANN complaint.
- 13.7.7. Any permission granted to You to use Our marks in Your URL is a non-exclusive, revocable license that We may revoke at any time and for any reason. Such license automatically terminates with the termination of this Agreement. You agree that You will transfer any and all domains using Our marks to Us at Our request and/or when this Agreement terminates.

13.8. Prohibition on Cybersquatting and Typosquatting on Others' Marks: At no time will You register a URL that includes any other trademark, trade name, or service mark owned by any other person, corporation, or other entity. You will not register any URL that contains terminology that is confusingly similar to such trademarks, service marks, or URL(s). This includes, but is not limited to, terms that may be considered to be "typosquatting." If You do engage in such conduct, all payments to You will be suspended, all obligations to render such payments to You will become void, and Your information may be turned over to an aggrieved Party requesting it.

14. TERMINATION: The following termination rights are in addition to the termination rights that may be provided elsewhere in this Agreement:

14.1. Mutual Right to Termination upon Notice – Either Party may terminate this Agreement at any time, without cause, upon written notice to the other Party. In the event that We terminate this Agreement for cause, based on Your breach of any terms of this Agreement, You shall not be entitled to receive prior written notice or any further commissions or payments, including commissions earned prior to the date of termination.

14.2. Obligations Upon Termination - Upon termination, You shall immediately cease using any marks and Materials referring to or supplied by Us, including banners and promotional materials. In the event of termination for cause, You forfeit any and all payments, commissions or monies otherwise due. In the event of termination without cause, it is within Our sole discretion to determine whether or not You will receive payment for the remainder of your contracted term.

15. DISCLAIMER AND LIMITATIONS:

15.1. You expressly agree that Your use of the Program's services is at Your sole and exclusive risk. The services are provided on an "as is, with all faults" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. We make no warranty that the services will meet Your requirements, or that the services will be uninterrupted, timely, secure, or error free; nor do We make any warranty as to the results that may be obtained from the use of the services or as to the accuracy or reliability of any information obtained through the services or that defects in any software, hardware or the services will be corrected. You understand and agree that any use You make of any material and/or data downloaded or otherwise obtained through the use of the services is at Your own discretion and risk, and that You will be solely responsible for any damage to Your computer system or loss of data that results from the download of such material and/or data.

15.2. In no event shall either Party be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to, loss of profits, loss of data, loss of business or other loss arising out of or resulting from this Agreement, even if the other Party has been advised of the possibility of such damages. The foregoing shall apply regardless of the negligence or other fault of either Party and regardless of whether such liability sounds in contract, negligence, tort or any other theory of liability. Notwithstanding the aforementioned limitations of liability, You agree that if We are held liable to You for damages, the total amount of liquidated damages for any and all claims shall not exceed one hundred dollars (U.S. \$100.00).

15.3. You shall remain solely responsible for the operation of Your Affiliate Website, and We shall remain solely responsible for operation of the Program and its Site. Each Party acknowledges that the other's Site may be subject to temporary shutdowns due to causes beyond the operating Party's reasonable control. We are not liable for any damages You may accrue due to a disruption in operation and are not subject to a specified time to cure such disruptions.

16. RESTRICTIONS AND INDEMNIFICATION:

- 16.1.** The provision of any services which is in violation of any laws is strictly prohibited. If We determine that You or any user has provided or intends to utilize Our services in violation of any law, Your status as an Affiliate will be terminated immediately. We do hereby disclaim any liability for damages that may arise from any user providing any services for any purpose that violates any law. You do hereby agree to defend, indemnify and hold Us harmless from any liability that may arise for Us should You violate any law.
- 16.2.** You agree to defend and indemnify Us should any third-party be harmed by Your illegal actions or should We be obligated to defend any claims including, without limitation, any criminal action brought by any party.
- 16.3.** You agree to defend, indemnify, and hold harmless the Operator, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, attorneys, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from meetings, involvement, communication or other interactions with other advertisers and/or users of the Site, including but not limited to intentional and/or reckless torts, assaults, battery, theft, fraud, deception, cheating, disease, pregnancy, defamation, false imprisonment, sexual battery and/or molestation, lewdness, obscenity, or any other civil or criminal wrong arising from such interaction.
- 16.4.** You agree to defend, indemnify, and hold harmless the Operator, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from Your, or You under another person's authority including without limitation to governmental agencies, use, misuse, or inability to use the Site or any of the Materials contained therein, or Your breach of any of this Agreement. We shall promptly notify You by electronic mail of any such claim or suit, and cooperate fully (at Your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or suit at Our own expense, and choose Our own legal counsel, but are not obligated to do so.
- 16.5.** You understand that the Operator will take drastic measures to protect itself from any legal or civil litigation including, but not limited to, removing an Affiliate's web page(s) or Website(s) from Our servers for any reason deemed appropriate by Us. You also understand that We will charge, on an hourly basis, for any and all time spent responding to any third-party complaints, disputes, copyright claims or actions involving You or Your Affiliate Website(s). You agree to pay any such amounts without delay.

17.FORCE MAJEURE: Neither Party will be held liable for, or will be considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement, or as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence, including but not limited to: acts of God; war, riot, embargoes, acts of civil or military authority, or terrorism; fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, net congestion, or any failure of a computer, server or software. If any *force majeure* event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

18.NOTICE AND PAYMENT:

- 18.1.** Any notice or payment required to be given under this Agreement may be provided by email to a functioning email address of the Party to be noticed, or personal delivery by commercial carrier such as FedEx or DHL.
- 18.2.** Either Party may change the address to which notice or payment is to be sent by written notice to the other Party under any provision of this paragraph.
- 18.3.** *When Notice is Effective.* Notices shall be deemed effective upon delivery. Notices delivered by commercial carrier (e.g., United States Express Mail or Federal Express) shall be deemed received on the date shown on the company's delivery confirmation record. Notices mailed by United States Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon actual receipt. Notices by email and facsimile transmission, with confirmation from the transmitting machine that the transmission was completed, are acceptable under this Agreement and shall be deemed delivered one (1) hour after transmission if sent during the recipient's business hours, or at 9:00 a.m. (recipient's time) the next business day. Either Party may, by giving the other Party appropriate written notice, change the designated address, fax number and/or recipient for any notice or courtesy copy, hereunder.
- 18.4.** Any correctly addressed notice that is refused, unclaimed, or undeliverable, because of an act or omission of the Party to be notified shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, facsimile machine, email server, or overnight delivery service.

19.GENERAL PROVISIONS:

19.1. Governing Law & Litigation Venue. This Agreement and all matters arising out of, or otherwise relating to, this Agreement shall be governed by the laws of the state of California, excluding its conflict of law provisions. Any and all litigation permitted under this Agreement must be, without exception, initiated in San Bernardino County, California.

19.1.1. All parties to this Agreement agree that all litigation permitted under this Agreement shall be tried and/or litigated exclusively in the state and federal courts located in San Bernardino County, California

19.1.2. The parties agree to exclusive jurisdiction for litigation in, and only in, San Bernardino County, California

19.1.3. The parties agree to exclusive venue for litigation in, and only in, San Bernardino County, California.

19.1.4. The parties additionally agree that this choice of litigation venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the parties with respect to, or arising out of, this Agreement in a jurisdiction other than that specified in this paragraph.

19.1.5. All parties hereby waive any right to assert the doctrine of *forum non-conveniens* or similar doctrines, or to object to venue with respect to any litigation permitted under this Agreement.

19.1.6. All parties stipulate that the state and federal courts located in San Bernardino County, California shall have personal jurisdiction over them for the purpose of litigation permitted under this Agreement that is not otherwise subject to the arbitration provisions, *infra*.

19.1.7. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it, as contemplated by this paragraph, by registered, priority or certified mail, and/or Federal Express, with proof of delivery or return receipt requested, to the Parties' address for the giving of notices as set forth in this Agreement.

19.1.8. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary.

19.1.9. Right to Injunctive Relief. Both Parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other Party's breach, and that in any

litigation permitted under this Agreement an aggrieved Party shall therefore be entitled to seek injunctive relief, in addition to seeking all other remedies available at law or in equity.

19.2. Arbitration Provisions

- 19.2.1.** If there is a dispute between the Parties arising out of or otherwise relating to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the Parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either Party must submit the issue to binding arbitration in accordance with the then-existing Rules of Arbitration and Conciliation of the International Chamber of Commerce. Claims subject to arbitration (“Arbitral Claims”) shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims by Us under applicable worker’s compensation law, unemployment insurance claims, intellectual property claims (including but not limited to claims involving copyrights, trademarks, patents, unfair competition, and/or trade secrets), along with actions (regardless of the underlying cause of action) seeking injunctions, attachment, garnishment, and other equitable relief. The arbitration shall be conducted in San Bernardino County, California and conducted by a single arbitrator, knowledgeable in Internet and e-Commerce. The arbitrator shall be willing to execute an oath of neutrality.
- 19.2.2.** The Arbitrator shall have no authority to award any punitive or exemplary damages; certify a class action; add any parties; vary or ignore the provisions of this Agreement; and shall be bound by governing and applicable law. The arbitrator shall render a written opinion setting forth all material facts and the basis of his or her decision within thirty (30) days of the conclusion of the arbitration proceeding. **THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.**
- 19.2.3. No waiver of right to arbitration --** There shall be no waiver of the right to arbitration unless such waiver is provided affirmatively and in writing by the waiving Party to the other Party. There shall be no implied waiver of this right to arbitration. No acts, including the filing of litigation, shall be construed as a waiver or a repudiation of the right to arbitrate.
- 19.2.4. The First Amendment applies to arbitration proceedings:** Any arbitration tribunal shall consider the First Amendment to the United States Constitution to be in force and effect between the Parties. Both

Parties stipulate to the applicability of the First Amendment's protection of free speech, expression, and association, and both Parties stipulate that case law interpreting the First Amendment shall be admissible and considered by the Arbitrator.

19.3. Successors and Assignment – The rights and liabilities of the Parties hereto will bind and inure to the benefit of their respective successors, executors, and administrators, as the case may be. Affiliate may not assign its rights and obligations under this Agreement without the express, written consent of the Operator.

19.4. Severability – If for any reason a court of competent jurisdiction or an Arbitrator finds any provision of this Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

19.5. No Waiver – No waiver or action made by Us shall be deemed a waiver of any subsequent default of the same provision of this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

19.6. Headings – All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

19.7. Complete Agreement – Unless other documents are incorporated by reference, this Agreement constitutes the entire agreement between the Parties with respect to Your access and use of the Site and the Materials contained therein, and Your membership in the Program, and supersede and replace all prior understandings or agreements, written or oral, regarding such subject matter.

19.8. Other Jurisdictions – We make no representation that the Site or any of the Materials contained therein are appropriate or available for use in other locations outside our center of operations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Site from such locations do on their own initiative and are solely responsible for compliance with all applicable local laws.

20. SEVERABILITY: If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

21. STIPULATED LIQUIDATED DAMAGES:

21.1. In various provisions in this Agreement, We have outlined liquidated damages amounts to be applied as penalties against You if You violate these specific provisions. You specifically agree to pay these amounts. In agreeing to pay liquidated damages, You acknowledge that this amount is not a penalty, that the actual damages are uncertain and difficult to ascertain, but that this amount represents the Parties' good faith attempt to calculate an appropriate compensation based on anticipated actual damages.

21.2. For any breach of a portion of this Agreement that does not specifically state a liquidated damages amount, You hereby agree that You are responsible for any damages arising out of Your breach of this Agreement.

21.3. If We are required to enlist the assistance of an Attorney or other person to collect any liquidated damages or any other amount of money from You, or if We are required to seek the assistance of an Attorney to pursue injunctive relief against You, then You additionally agree that You will reimburse Us for all fees incurred in order to collect these liquidated damages or in order to seek injunctive relief from You. You understand that even a nominal amount of damages may require the expenditure of extensive legal fees, travel expenses, costs, and other amounts that may dwarf the liquidated damages themselves. You agree that You will pay all of these fees and costs.

22. INTEGRATION: This Agreement (including any specifically-referenced tributary agreements that are incorporated by reference) constitutes the entire understanding of the Parties, and revokes and supersedes any and all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

23. DISCLAIMER: Other than those set forth herein, the Parties make no other warranties or representations, including warranties of merchantability or fitness for a particular purpose. Neither Party represents the other, and both Parties have had an opportunity to seek legal counsel of their choice.

24. BINDING AGREEMENT: The Parties acknowledge the legally binding nature of this Agreement, once accepted by Us. By submitting Your information to Us via the following web page: <https://certifiedhosting.com/affiliates/signup.html>, You are affirmatively stating that You have read and understand the terms set forth herein and that You agree to be bound by the terms hereof should You be accepted into the Program. You hereby adopt the submission procedure as Your electronic signature on this Agreement

IN WITNESS WHEREOF, the Affiliate, intending to be legally bound hereby, agrees to the terms of the Agreement in the manner set forth above.

/s/
AFFILIATE