

WebSitePulse Affiliate Program

Terms and Conditions

This Agreement contains the complete terms and conditions that apply to your participation in the WebSitePulse Affiliate Program (the PROGRAM). As used in this Agreement, "we," "our," and "us" refer to WebSitePulse, and "you" and "your" refer to the applicant. "Customers" refers to users who subscribe to the WebSitePulse service via any campaign of an approved applicant. "Site" means a World Wide Web site, and the "WebSitePulse" refers to our site, www.websitepulse.com. This is a legal, nonexclusive agreement and contains the entire understanding between the affiliate and WebSitePulse regarding the referral of the service and shall become binding between the parties hereto upon successful enrollment by the affiliate in the program.

1. Enrollment in the program

To enroll in our program, you must submit an online application via our site or download and fax/mail to us the PDF application file upon completion. As the applicant you agree to provide accurate information about you and Your Site (such as contact information, websites that will be used for promotion, etc.). We will review your application in good faith and send you an e-mail notification of acceptance/rejection within 2 business days of your application submission.

We may reject your application if we determine (in our sole discretion) that your Site is unsuitable for the program for any reason. Such sites include (but are not limited to) those that contain content that is illegal, threatening, defamatory, obscene or otherwise objectionable. If we reject your application, you are welcome to reapply to the Program at any time, should the circumstances that caused the rejection change.

By enrolling in the Program, you agree not to use any means that may be considered SPAMMING, including but not limited to placing direct link third party newsgroups, message boards, blogs, unsolicited email and other types of spam, link farms, counters, chatrooms, or guestbooks (unsolicited advertisement) to directly or indirectly promote WebSitePulse. Except as provided in WebSitePulse [Terms and Conditions](#), no part of its content may be copied or stored in a retrieval system for any other purpose, nor may it be redistributed for any purpose, without our express written permission. We reserve the right to perform an ongoing review of all websites where the ads are displayed.

As a participant of the Program, you also agree NOT to use any automatic traffic-generating applications to send visitors to WebSitePulse.

In addition, you may not:

- (a) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity;
- (b) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of our site;
- (c) take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions are occurring.

Failing to comply with any of the aforementioned requirements in this section constitutes ground for immediate termination of your affiliate account and withholding any unpaid commissions without notice.

We reserve the right to terminate this Agreement if we ever determine (in our sole discretion) that your site is unsuitable for the Program for any reason.

2. The WebSitePulse Service

Once we notify you that we have approved your application, we will provide you with a unique ID for participation in the WebSitePulse affiliate program from a dedicated affiliate online portal of www.WebSitePulse.com. We encourage you to display the affiliate ads, banners and links to WebSitePulse, which you may use only in accordance with the terms and conditions of this Agreement, as prominently as possible on the most relevant and heavily trafficked pages of your site. From time to time, we may offer different products for sale through WebSitePulse and also may modify the logos and other information presented in, and the overall appearance of WebSitePulse. All such changes and modifications will not occur automatically so you will be required to change the codes by regularly updating your information, as we will not change our products automatically.

NOTE: If you choose to recommend us in any other way than placing a link on your website or using the above-mentioned methods, please provide your unique affiliate ID to your customers. The referred customers will have to specifically mention your referral ID/contact information so that they can be assigned to you.

3. Affiliate Fees

We will pay you a referral fee based on our current referral fee schedule. WebSitePulse offers several referral commission plans which are as follows:

- 1.1. **One-time commission** – the affiliate shall receive 20% of the first paid invoice of the subscribed referred client;
- 1.2. **Limited time commission** – the affiliate shall receive 10% of the payments of a subscribed referred client for 3 months;
- 1.3. **Lifetime commission** – the affiliate shall receive 5% of every paid invoice of a subscribed referred client for the lifetime of the paid account;
- 1.4. WebSitePulse reserves the right to create custom commission plans which can be assigned to specific affiliate accounts reflecting special arrangements different than the default ones.

4. Payment

You will earn a commission based on the paid invoices for WebSitePulse accounts purchased by customers who followed the affiliate link on your site to WebSitePulse or provided your unique affiliate ID upon subscription, unless agreed otherwise. Commissions that have been due for over 30 days and are over \$ 50.00 will be eligible for claim. It is done to ensure that a customer has not made use of our 30 day money-back guarantee to get a refund.

If a customer receives a refund or credit for a product that generated a commission under this paragraph and we have paid you the commission already, we will deduct that commission from your next payment.

If you close your affiliate account or this affiliate account is terminated by WebSitePulse, any commissions over \$ 5.00, which are not claimed at the time of the account closure, will be eligible for claim and will be paid no later than 90 days from the termination date.

5. Sales Tracking

We will rely on our own solution that is customized to provide the unprecedented precision of tracking sales made by customers who purchase products using the affiliate link to WebSitePulse on your site. We will make available to you the sales activity, as well as real-time reports regarding

click-throughs and commissions earned, at your own affiliate area on affiliates.websitepulse.com site. Both parties agree to rely on, and not to challenge or dispute, the sales tracking and other information that we compile in connection with the Program, which will bind both you and us for all purposes under this Agreement.

6. Policies and Pricing

Customers who subscribe to the service through this program will be deemed to be customers of WebSitePulse.com. Accordingly, all WebSitePulse.com rules, policies, prices and operating procedures concerning customer subscriptions and customer service will apply to those customers. WebSitePulse shall not be held accountable for any additional or third party fees, charges, taxes, government taxes, etc.

We reserve the right to change our policies, prices and operating procedures at any time.

7. PPC policies

Affiliates may NOT use www.websitepulse.com in the display URL at any PPC search engine, advertisement or various “content network” sections. Alternative spellings of our domain name are not permitted as well including but not limited to www.WebSitePulse.com, www.websitepulse.com, etc. Affiliates bidding on WebSitePulse trademarks may not use a landing page that includes advertisements for competitors. Should an affiliate bid on the term “websitepulse”, the landing page must be entirely dedicated to WebSitePulse and must not have “other offer” type marketing verbiage showing competitor offers.

8. Identifying Yourself as an Associate

You may not in any manner misrepresent our relationship, or express or imply any other relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

9. Limited License

We grant you a nonexclusive, revocable right to use WebSitePulse's creative works such as images and text provided solely for the purpose of identifying your site as an Affiliate Program participant and to assist in generating product sales through the Program. Except as provided in [WebSitePulse Terms and Conditions](#), no part of its content may be copied or stored in a retrieval system for any other purpose, nor may it be redistributed for any purpose, without our express written permission. You may modify any of the above-mentioned creative works only after our written approval of such graphic images or text. We reserve all our rights in WebSitePulse, all graphic images, text, our trade names and trademarks and all other intellectual property rights. You agree to follow our instructions respecting the use of our trademarks, and those instructions may change from time to time.

10. Responsibility for Your Site

You will have sole responsibility for the development, operation and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

- The technical operation of your site and all related equipment;
- Posting our Service descriptions on your site and linking those descriptions to our Site;
- The accuracy and appropriateness of materials posted on your site (including, among other things, all Service-related materials);
- Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights);
- Ensuring that materials posted on your site are not in bad taste, libelous or otherwise illegal;
- Ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers;
- Any emails you choose to send, and such emails shall be in accordance with the terms of our privacy policy and your privacy policy and all applicable laws, promoting the use of our Services.

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site and any emails you send related to the Services.

11. Indemnification

You will indemnify, defend and hold us harmless against any and all claims, lawsuits, damages, and expenses (including, without limitation, attorneys' fees) that we may or that anyone may assert as a result of (1) our use of any trademarks, logos, graphic images, text or other materials that you may provide to us or allow us to use under paragraph 3; or (2) anything occurring on your site or arising from the development, operation or maintenance of your site.

12. Term of the Agreement

The terms of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time and for any reason by giving the other party written notice of termination, which may be via email but must be responded to with a reply, stating receipt, within 2 business days. You will be eligible to earn only those commissions that may accrue under paragraph VI during the term of this agreement, and commissions earned through the date of termination will remain payable only if the customer does not receive a refund or credit. We may withhold your final payment for a reasonable time to ensure payment of the correct commission amount, but no later than 90 days of the termination notice.

13. Modification

We reserve the right to modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion, by posting a change notice or a new agreement on our Site. ALL SUCH MODIFICATIONS WILL TAKE EFFECT AT THE TIME WE SPECIFY OR, IF WE SPECIFY NO SUCH TIME, IMMEDIATELY UPON THEIR POSTING ON OUR SITE. 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 EVIDENCE YOUR BINDING ACCEPTANCE OF THE CHANGE.

14. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

15. Disclaimers

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR ANY PRODUCTS SOLD THROUGH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NO INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE OR OUR COMMERCE SERVER WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

16. Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (OR ANY LOSS OF REVENUE, PROFITS OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR TOTAL LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL REFERRAL FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

17. Independent Investigation

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 WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN

THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT NOT SET FORTH IN THIS AGREEMENT.

18. Miscellaneous

This Agreement is entered into at Volusia County, the State of Florida, USA. The affiliate agrees that the laws of the State of Florida, USA shall exclusively govern this agreement, and that Volusia County, Florida, USA shall be the exclusive venue for resolution of any dispute arising out of or relating to this agreement. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will bind, insure to the benefit of and be 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.