



## Affiliate Program Agreement

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This Affiliate Agreement ("Agreement") sets forth the terms and conditions governing the relationship between SnapNames.com, Inc. ("SnapNames") and the person or entity ("Affiliate") participating in the SnapNames Affiliate Program described herein ("Affiliate Program") and shall be effective upon the Activation Date (as defined in Section V below).

To accomplish a sign-up as an affiliate partner, partners should utilize the self-service Web application operated by essocate and located at url [www.essocate.com](http://www.essocate.com) (the "Program Site"). Signing-up as an affiliate provides access to SnapNames.com links, banner ads, and other integration elements that link to the SnapNames.com Site as well as tracking reports.

### I. The Affiliate Program.

- A. **Co-Branded Pages.** Affiliate will design and create internet web pages (the "Co-Branded Pages") on Affiliate website(s) approved by SnapNames (the "Affiliate Site") which will prominently display the name and/or brands of both Affiliate and SnapNames. Affiliate will determine the "look and feel" of the Co-Branded Pages and the Affiliate Site, subject to the reasonable approval of SnapNames.
- B. **Graphical/Text Links.** Affiliate and SnapNames may also implement the terms of the Affiliate Program by Affiliate placing promotional text or graphic links to SnapNames search page and search results on Affiliate Sites. SnapNames shall select the landing page to which Affiliate users shall be sent. Any and all modifications to the foregoing user flow shall be subject to mutual agreement of SnapNames and Affiliate.
- C. **License and Trademarks.** SnapNames hereby grants to Affiliate, a limited, non-exclusive, non-transferable, non-sub-licensable right and license to display the SnapNames trademark(s) on Co-Branded Pages and the Affiliate Sites to perform Affiliate's obligations under this Agreement. SnapNames retains sole and exclusive rights and quality control over its trademarks, service marks and trade names and Affiliate shall have no right, title or interest in or to such SnapNames intellectual property. Affiliate shall not bid on any keyword, search term, paid or unpaid online advertising matching or similar to SnapNames or any other trademark or tradename used or associated with SnapNames or its affiliates.
- D. **Implementation.** SnapNames and Affiliate will use their reasonable efforts to implement the Co-Branded Pages and the Affiliate Site and/or links to the Affiliate Site within thirty (30) days after the Activation Date. In the event Affiliate fails to implement and launch the Co-Branded Pages within thirty (30) days after the Activation Date, without limiting SnapNames other rights hereunder, SnapNames may terminate this Agreement by giving notice to Affiliate. Participant is not permitted to make any exceptions to SnapNames.com's rules, operating procedures or policies or otherwise communicate with subscribers about these rules except with SnapNames.com's prior authorization, which may be withheld in SnapNames.com's sole discretion.

### II. Tracking and Commission Payments

- A. **Tracking.** SnapNames shall track users who access SnapNames from the Affiliate's website with an affiliate link provided by SnapNames. SnapNames shall track such users with a cookie containing Affiliate identification that expires in 90 days. The cookie containing Affiliate identification will be replaced with the cookie of another affiliate if the user subsequently accesses SnapNames from the link of the other affiliate. Each new account created or order placed on a domain at SnapNames with

such cookie will be attributed to the affiliate link provider and remains such until either (i) this Agreement expires or is terminated or (ii) the Affiliate cookie expires (90 days after visiting the SnapNames site). Additionally, to ensure accurate tracking once a new account registration or transaction is completed the affiliate identification is recorded accordingly in the SnapNames database.

To protect the privacy of SnapNames.com's customers, the names of and other personally identifying information about customers will not be provided to partners. All information about customers and users collected by SnapNames.com shall be owned solely and exclusively by SnapNames.com.

- B. Payments. SnapNames affiliate payments are made via associate. SnapNames shall pay Affiliates 20% of the Net Collected Proceeds from domain sales generated from new customers attributed to the Affiliate. SnapNames shall pay Affiliates 5% of the Net Collected Proceeds from domain sales generated from existing customers attributed to the Affiliate "Net Collected Proceeds" is defined as the proceeds collected by SnapNames for the sale of a domain names greater than a \$9 sales price, less credit card processing fees, refunds, rebates, offsets, credit card charge backs, and any fees or commissions owed any party provisioning a domain name sold by SnapNames and covered by this Agreement. No payment will be made to Affiliate for sales that result in refunds or returns. SnapNames shall pay Affiliate within thirty (30) days of the conclusion of each calendar month if Affiliate is due payment exceeding \$50. If not, such amount shall be recorded and held, and paid at the conclusion of the next month in which the payment due Affiliate exceeds \$50. Payments shall be made via check or PayPal as selected by Affiliate to the party and address provided by Affiliate. Affiliate shall be responsible for all taxes associated with the receipt of any payments

### III. Forbidden Actions,

AFFILIATE SHALL NOT, EITHER DIRECTLY OR INDIRECTLY, ACT, ENCOURAGE OR REQUIRE USERS TO CLICK ON LINKS TO SNAPNAMES AND/OR GENERATE CLICKS OR ORDERS THROUGH ANY MEANS THAT COULD BE REASONABLY INTERPRETED AS COERCEIVE, INCENTIVIZED, MISLEADING, MALICIOUS, OR OTHERWISE FRAUDULENT. AFFILIATE SHALL NOT USE THEIR OWN AFFILIATE LINK IN ORDER TO RECEIVE COMMISSIONS ON THEIR OWN PURCHASES OR SALES OF THEIR OWN NAMES.

### IV. Warranties

- A. Mutual Warranties. Each of SnapNames and Affiliate represents and warrants as to itself to the other party that (i) it has the requisite power and authority to enter into and perform this Agreement and (ii) its execution and performance of the terms of this Agreement shall not breach any agreements or violate any third party's rights and shall not violate any law, judgment, writ, injunction, or order of any court, arbitrator or governmental agency.
- B. No Other Warranties and Liability Limit. EXCEPT AS STATED ABOVE NEITHER PARTY MAKES ANY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER IMPLIED OR EXPRESS WARRANTIES. NEITHER PARTY IS RELYING ON ANY STATEMENT, PROMISE, REPRESENTATION OR GUARANTEE. NEITHER PARTY SHALL BE LIABLE TO ANYONE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR SAVINGS, LOSS OF GOODWILL, OR THE LOSS OF USE OF ANY DATA, EVEN IF SUCH PARTY HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY SNAPNAMES TO AFFILIATE UNDER THIS AGREEMENT.

### V. Termination and Term

- A. Term. This Agreement shall commence upon the activation of Affiliate's account with SnapNames (the "Activation Date") via associate's self-serve interface and continue until terminated by either party in accordance with this Agreement. The term shall be for a term of one year from the Activation Date, and shall automatically renew for successive one year terms unless either Party gives thirty (30) days notice to the other that it intends not to renew at the end of the current term.

- B. Acceptance of Agreement Electronic Signature. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Integrations and your participation in the Affiliate Program. This Agreement may be modified by SnapNames.com from time to time, such modifications to be effective upon posting by SnapNames.com on the Program Site. You indicate your acceptance to the terms and conditions contained or referenced herein by clicking on the "I Accept" button at the end of this Agreement. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "I Accept" button, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.
- C. Termination Without Cause. SnapNames may modify or terminate this Agreement without cause. Please note that SnapNames.com reserves the right to change any of the terms and conditions in this Agreement, including the payment terms described in this Section II, by posting a new agreement on the associate or SnapNames. The Affiliate may terminate this Agreement with (30) thirty days notice to SnapNames.
- D. Termination For Cause. SnapNames may terminate this Agreement without notice if in its sole discretion it determines that Affiliate has breached the terms and conditions of this Agreement. AFFILIATE FORFEITS ANY ACCUMULATED EARNINGS IF AGREEMENT IS TERMINATED FOR CAUSE. SnapNames may also terminate this Agreement as provided in Section 1.D.

## **VI. Relationship**

Affiliate is an independent contractor. This Agreement does not create a partnership, joint venture, agency or employer-employee relationship.

## **VII. Miscellaneous**

This Affiliate Agreement has been made in and shall be construed and enforced in accordance with Oregon law. Any action to enforce this agreement shall be brought in the federal or state courts located in Portland, Oregon. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No failure or delay by SnapNames in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an authorized representative of each party. This Agreement is made solely for the benefit of Affiliate and SnapNames and their respective successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties this Agreement.