

Company Name

Web Site Affiliate Agreement

This Affiliate Agreement contains the terms and conditions that apply to an individual's or entity's participation in the (Company Name) referral program (the "Program"). This Agreement covers the establishment of a Company Name Internet portal or "link" on the applicant's site on the World Wide Web (the "Web"). Throughout this Agreement, (Company Name) will be referred to as "(Company Name)", "we" or "our"; and the referral partner will be referred to as "the Referral Partner", "you" or "your". (Company Name)'s site on the World Wide Web is referred to herein as "our web site"; your site on the World Wide Web is referred to herein as "your web site" or "Referral Partner Web Site".

1. Commencement

To participate in Company Name's Program you must complete the online application found on the site: http://www.xxxxxxxxxxxx.com/customer_info_partner.html and agree to all the terms of this operating agreement. Company Name may reject any application for any reason. Company Name will reject any application to place its link on a web site that contains, in Company Name's sole opinion, any objectionable content. Objectionable content includes content that is unlawful in any manner, harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, unlawfully discriminatory, or is otherwise objectionable. Company Name will also reject applications to place its link on a web site that contains links to and advertisements for web sites with objectionable content, gambling sites and casinos.

2. Display of Company Name's Link

We will provide to you the technical specifications and other information and logos necessary to establish Company Name's banner, link or Uniform Resource Locator (URL) on your web site. You agree to display prominently Company Name's graphical image file as provided by Company Name on one or more pages on your web site. You expressly agree that Company Name's name, trademark, logo or any other identifying material will appear on your web page (or on any other web page under your control) only in the form supplied by Company Name. Company Name's graphical image file will provide a link only to a URL to which Company Name has agreed. Company Name may cancel this Agreement at any time if your display of Company Name's logo, trademark or other identifying material does not meet with Company Name's approval. Upon notice from Company Name you must immediately remove all references to Company Name, including its name, logo, trademark, service mark or any other identifying material from your web site immediately.

3. Referral Commissions

For each customer who visits Company Name's web site through the link at your web site, or is referred to Company Name in writing or by email, and who purchases Company Name products (Products) from Company Name as a result of such link or referral, Company Name will pay to you a one time referral commission of \$100 per customer account that is billed and collected by Company Name. In order to be eligible for a referral commission, the customer must purchase Products from v through the link at your site or through written contracts or referral and the Products must be billed and collected by Company Name. Referral commissions will be paid to Referral Partner 45 days from the last day of the month in which customers are billed and collected by Company Name. Accounts not meeting these criteria will not be eligible for a referral commission. Company Name, at Company Name's sole discretion, may refuse any customer. All qualifying referral commissions will be credited to an account set up for you.

4. Payment of Referral Commissions

You will receive payment of your first referral commission when your account balance exceeds \$500 and you will receive this first payment within approximately 45 days following the end of the month that your account balance exceeds \$500. Thereafter, you will receive commission payments within 45 days following the end of the month that your account balance exceeds \$250. If for any reason this Agreement is terminated prior to your first referral commission being due and the account balance does not exceed \$500, then no referral commission will be due. If this Agreement is terminated after the first referral commission is due and payable or has been paid, then any referral commission balances in your account will be paid to you within approximately 45 days from the end of the month in which this Agreement was terminated.

5. Customer Applications

Each customer who visits the Company Name web site through the link at your web site, or is referred to Company Name in writing, must fill out a customer information sheet and be approved by Company Name or its carrier for service. All customer information is the sole and exclusive property of Company Name and the customer applicant. You do not have any right to either (i) participate in any aspect of the information process, or (ii) receive any of the customer's personal information. This policy specifically prohibits, without limitation, you from receiving customer information directly from customers and subsequently forwarding the customer information to Company Name. Of course you may request personal information from customers directly related to your own activities, registrations, promotions or the like, but you will never reveal any personally identifying information about customers or a customer applicant to you. (See Section 15).

6. Policies

Once a customer provides Company Name with customer information, that customer will be deemed to be a customer of Company Name for all purposes and will be subject to all policies, procedures, rules and regulations that govern such transactions. Company Name may change any of its policies or procedures at any time, in accordance with applicable law.

7. Customer Privacy

Company Name may be subject to rules and regulations; including without limitation, the Privacy Statement on Company Name's web site, which specifies how Company Name may or may not treat a customer's personal information. You understand that Company Name's web site and policies are created and operated to abide by all such rules and regulations and you agree to defend, indemnify and hold harmless Company Name (in accordance with Section 11) from any of your violations of a customer's privacy rights.

8. Sales Reports

We will provide to you, via email, or extranet login and password, a monthly report that summarizes the sales activity from your web site. In no event will Company Name reveal the names or other identifying information about its customers.

9. License Agreement

Upon our acceptance of your application we will grant to you a limited, revocable, nonexclusive, non-

transferable, non-assignable right to use Company Name 's icon, logo and other images and materials relating to Company Name (the "License"), which Company Name provides to you for the limited purpose of fulfilling this agreement. You may not modify any of Company Name's images, including, but not limited to its icon or logo. This License is subject to the terms and conditions of this Agreement and is limited to the sole purpose of participating in the Program, promoting Company Name's products and services on your web site, and for no other purpose. Company Name expressly reserves all of its rights in and to its trademarks, trade names, icon, logos and other intellectual property. Company Name may revoke this license at any time by giving you written notice.

10. Site Maintenance

You are solely responsible for maintaining your web site. Company Name has no responsibility for the development, operation or maintenance of your web site. You are responsible for all technical operations of your web site, including, without limitation, ensuring that your web site does not contain libelous or objectionable material, and ensuring that all material on your web site is legal and does not infringe on the rights of any third party (including copyright or trademark rights) or the rights of any customer. Company Name is not responsible for any of these duties and you agree to defend, indemnify, and hold harmless Company Name, its directors, officers, employees and representatives from and against any and all claims, actions, causes of action, damages, injuries, expenses (including attorney's fees) relating to the development, operation, content and maintenance of your web site, including, without limitation, any breach of a customer's privacy rights or any unauthorized use by you of Company Name 's icon, logo and other images and materials relating to Company Name.

11. Term

This agreement is effective at the time your application is, at the sole discretion of Company Name, accepted by Company Name and you are notified of such acceptance either in writing or electronically. Either party, with or without cause, may terminate this Agreement by giving the other party 30 days written notice of the termination. Referral commissions will be paid only on accounts, which are eligible under this Agreement, pursuant to Section 4, at or prior to the time of termination. Upon termination of this Agreement, your License will expire immediately.

12. Modification of Agreement

Company Name may modify this agreement at any time by posting a change on our web site or notifying you by email. Company Name may change any of the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the referral commission structure, payment procedures, and Company Name Referral Partner Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Company Name Referral Partner Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

13. Modification of Banner

Company Name, at its sole discretion, may change the "look and feel" of the banner or link that you have placed on your web site. If you object to the new "look and feel" of the banner that is on your site, Company Name will direct you to an area on its web site where other banners will be available for downloading.

14. Relationship of Parties

You and Company Name are independent contractors for all purposes. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You have no authority to act on Company Name's behalf. Your display of Company Name's logo and/or trademark as well as all other content on your web site, or any direct contact you have with any customer or customer account applicant must not contradict this fact.

15. Publicity

You shall not create, publish, distribute, or permit any written or electronic material that makes reference to Company Name without first submitting such material to us and receiving our written consent.

16. Limitation of Liability

We will not be liable for indirect, special or consequential damages (or loss of revenue, profits, or data) arising in connection this Agreement even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement will not exceed the total referral commissions paid or payable to you under this Agreement.

17. Disclaimers

We make no express or implied warranties or representations with respect to the Program or this Agreement or any products or services sold by Company Name. In addition, we make no representation that the operation of our web site will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors.

18. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without giving effect to any principles of conflicts of law. _____ County, _____ shall be the proper place of venue for all suits to enforce this Agreement, and any legal proceedings to enforce the provisions hereof shall be brought **EXCLUSIVELY** in the District Courts of _____ County, _____.