

# Affiliate Program Terms and Conditions

This AppMe Solutions Affiliate Program Agreement (the "Agreement") contains terms and conditions that govern your participation in AppMe Solutions Affiliate Program (the "Program"), operated and owned by APPME CORP (the "Company"). By filling out the signup form or by continuing to participate in the Program you acknowledge that you agree to be bound by this Agreement, represent and warrant that you are lawfully able to enter into contracts (or you are authorized and lawfully able to bind the company or other legal entity which you represent to this Agreement) and that you are and will remain in compliance with this Agreement. "We", "us", "its" or "our" means AppMe Solutions or any of its affiliate companies. "You" or "your" means the applicant.

## 1. General

HELLO FROM APPME SOLUTIONS!

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT APPLY TO AFFILIATE'S PARTICIPATION IN THE APPME SOLUTIONS AFFILIATE PROGRAM (THE "PROGRAM" OR "AFFILIATES PROGRAM") THAT WILL BECOME BINDING UPON APPROVAL OF THE AFFILIATE APPLICATION. CAREFULLY READ THESE TERMS AND CONDITIONS, WHICH WILL REPRESENT A LEGALLY BINDING AGREEMENT UPON APPROVAL BETWEEN APPME SOLUTIONS AND YOU. YOU MUST AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT IN ORDER TO BECOME AN APPME SOLUTIONS AFFILIATE.

BY CLICKING THE "I AGREE" BOX ON THE ATTACHED APPLICATION, YOU AGREE TO SIGN UP TO BE AN AFFILIATE IN THE APPME SOLUTIONS AFFILIATES PROGRAM AND CERTIFY THAT (A) YOU HAVE READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS CONTENTS; AND (B) YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ALL DOCUMENTS, POLICIES AND PROCEDURES INCORPORATED HEREIN BY REFERENCE AND ANY POSSIBLE FUTURE AMENDMENT THEREOF OR ADDITIONS THERE TO; AND (C) YOU HAVE NO CONFLICT OR OTHER RESTRICTION IN ENTERING OR PERFORMING THIS AGREEMENT OR ANY PART THEREOF, INCLUDING RECEIPT OF ALL THE APPLICABLE APPROVALS REQUIRED UNDER THE APPLICABLE LAW FOR THE PERFORMANCE OF THIS AGREEMENT BY YOU.

VIOLATION OF ANY OF THE TERMS OF THIS AGREEMENT OR ANY OTHER DOCUMENT INCORPORATED INTO THIS AGREEMENT BY REFERENCE WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM, WITHOUT ANY NEED TO INFORM YOU IN WRITING, AND FOR FORFEITURE OF ANY OUTSTANDING AFFILIATE COMMISSION PAYMENTS EARNED DURING THE VIOLATION. YOU AGREE TO PARTICIPATE IN THE PROGRAM AT YOUR OWN RISK AND EXPENSE.

YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS ELECTRONICALLY. "TERMS & CONDITIONS" MEANS THIS AGREEMENT (INCLUDING THE SERVICE & PRICE DETAILS CONTAINED ON OUR WEBSITE) NOTIFICATIONS, AND ANY DISCLOSURES REQUIRED NOW OR IN THE FUTURE BY APPLICABLE REGULATION.

IN LIEU OF THIS ELECTRONIC "AFFILIATE PROGRAM TERMS AND CONDITIONS", YOU HAVE A RIGHT TO REQUEST A PAPER COPY OF THIS AGREEMENT BEFORE SIGNING UP. IF YOU WANT A PAPER COPY, PLEASE EMAIL OUR AFFILIATE DEPARTMENT WITH THE REQUEST AT: [AFFILIATE@APPMESOLUTIONS.COM](mailto:AFFILIATE@APPMESOLUTIONS.COM) AND WE WILL SEND YOU A PAPER COPY VIA EMAIL.

YOU HAVE THE RIGHT TO DECLINE THIS AGREEMENT AND NOT RECEIVE THEM ELECTRONICALLY. IF YOU WISH TO MAKE THAT CHOICE, DO NOT CLICK "I AGREE" OR HIT "SEND" ON THE AFFILIATE APPLICATION. CONTACT ONE OF OUR AFFILIATE REPRESENTATIVES INSTEAD, BY EMAILING THEM AT:

[AFFILIATE@APPMESOLUTIONS.COM](mailto:AFFILIATE@APPMESOLUTIONS.COM) IF YOU DECLINE THIS AGREEMENT ELECTRONICALLY YOUR ORDER WILL NOT BE PROCESSED UNTIL WE RECEIVE YOUR SIGNED AGREEMENT IN ELECTRONIC FORM.

## **2. Program Overview**

The purpose of the Program is to permit you to advertise Our Site(s) (or our Products or Services) on Your Site to receive a commission on Products or Services purchased by your referred individuals. "Our Site(s)" means the AppMeSolutions.com site, or the PremiumWixTemplates.com site. "Our Product" is any item sold on Our Site(s). Product may also include certain services referred to as "Our Services". "Your Site" means any site(s) that you link to Our Site.

## **3. Enrollment in the Program and Affiliate Obligations**

To begin the enrollment process you should submit an affiliate application via our site. All information associated with your affiliate account must be real and verifiable. You are allowed to use only one affiliate account. We reserve the right to validate your information at any time, including but not limited to verification of one or more official government or legal documents that confirm your identity (such as your current passport, national ID card, driver's license or any other valid government-issued document). Failure to provide your identity information when requested is a violation of this Agreement and may result in your termination from the program and withholding any unpaid commissions.

AppMe Solutions will evaluate Affiliate's Application in good faith and may notify him/her/it of its acceptance or rejection within thirty (30) business days. Unless Affiliate received a clear written notice from AppMe Solutions confirming his participation in the Program, Affiliate shall not be deemed to be part of the Program.

AppMe Solutions may reject the Affiliate Application if AppMe Solutions determines, within its sole discretion, that the Affiliate Business or Service is unsuitable for the Program for any reason. If AppMe Solutions accepts Affiliate Application and thereafter the Affiliate Business or Service is determined (within AppMe Solutions' sole discretion) to be unsuitable for the Program, we may terminate the Affiliate's participation in the Program at any time.

A rejection of an Affiliate Application by AppMe Solutions shall not derogate from Affiliate's right to reapply to the Program at any other time thereafter provided that the Affiliate complies with the provisions of this Agreement.

The fact that we approve applications does not imply that we may not re-evaluate your application at a later time. You must identify the site(s) that you wish to advertise our products or services on. We may reject or cancel your application, in our sole discretion, if we decide your site or/and your participation in our program is unsuitable. Unsuitable sites are those that:

- Promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Promote our products or services in a manner that contains any form of misleading, defamatory, illegal activities or any other content deemed offensive by us.
- Include non-working websites, blogs without content, or parked domains.
- Incorporate any materials which infringe any copyright, trademark or other intellectual property rights.

- Include ‘premiumwixtemplates’ or variations or misspellings in any domain.
- Contain software downloads that potentially enable diversions of commission from other affiliates in our program.
- Resemble our site or are designed in a manner which leads customers to believe you are us.

Unsuitable participation in the program includes:

- **Spam.** Spam is the use of electronic messaging systems to send any unsolicited bulk messages whether commercial or non-commercial in nature. The term ‘spam’ is applied to similar abuses in other media: junk faxes, mobile phone messaging spam, instant messaging spam, search engine spam, internet forum spam, social networks spam, spam in blogs, wiki spam, etc. If you run a newsletter, e-zine, or any kind of bulk messaging service or software, you must have evidence that people signed up to receive messages from you.
- **Cookie stuffing techniques.** You are not allowed to use cookie stuffing techniques that set the affiliate tracking cookies without the referred visitor’s knowledge or generate hidden forced clicks of your affiliate links (e.g. via iframe, image, popup, JavaScript, flash-based cooking stuffing, etc.).
- **Improper Advertising Methods.** You may not bid for ‘premiumwixtemplates’ or variations or misspellings in PPC programs such as Google AdWords. You may not use ‘premiumwixtemplates’ or variations or misspellings in ad text in PPC programs such as Google AdWords. You may not use your affiliate links in any PPC programs such as Google AdWords. You may not use forwarding or masking your domain name when directing your domain name’s visitors to our site.
- **Unauthorized Use of Coupon Codes and Discounts.** We do not permit an unauthorized distribution, sale, or assignment of our discounts, coupons or promotional codes. For example, you are not allowed to post any coupons, promotional codes or discounts on your Site or third-party sites with the sole purpose of promoting our products via the pages optimized to rank high in search engines for coupon-related keywords. In particular, coupon-related keywords include ‘premiumwixtemplates’ or variations or misspellings alongside or in conjunction with such terms as: ‘coupon’, ‘coupons’, ‘discount’, ‘promo’, ‘promo code’, ‘promotional code’, etc. Whether your marketing techniques are classified as Unauthorized Use of Coupon Codes and Discounts shall be determined by our sole discretion.
- **Affiliate Account Ownership Transfer.** You may not transfer ownership or sell your affiliate account to another party without the prior agreement with us. We reserve the right, at any time, to review your placement and approve the use of your links, graphical banners, widgets, or other affiliate linking tools, and require that you change the placement or use to comply with the guidelines provided to you. You are solely responsible for your site, including its design, development, operation, and maintenance and all materials that appear on or within it. Any violations of the terms surrounding participation in the program shall constitute a material breach of this Agreement, and may result in your termination from the program and withholding any unpaid commissions.

## 4. Acceptable Advertising Methods

As an affiliate, you earn commission by generating sales of our products or services. You generate the sales by encouraging web users to visit our sites. After you have been accepted into the program you may display Affiliate Links on your site. “Affiliate Links” are links to our sites that properly utilize the special link formats we provide

(including the Affiliate ID you received). Affiliate Links permit accurate tracking, reporting, and accrual of advertising fees. Affiliate links may be created by you or made available to you by us. You are solely responsible for the placement, content, and style of each link that you place on your site or use in promoting our products and services, and for ensuring that affiliate links include the appropriate formatting necessary for us to properly track referrals of customers from your site. For example, you must include your Affiliate ID (appearing as 'aff=XXXXXX' where 'XXXXXX' is your unique affiliate identifier, or such other format as we may designate) as a parameter in the URL of each link you place on your site to our sites. Any affiliate link placed must be done in such a way that it is not misleading to any visitor and done with the intention of delivering valid sales or clicks to our site. Incentivized commissions and offering any form of incentive to obtain a sale is forbidden, unless prior approval is given by us.

You may advertise our products or services via:

- Text links, widgets, graphical banners, or other affiliate linking tools on your site;
- Text links, graphical banners, or other affiliate linking tools in solicited messages via electronic messaging systems or other media;
- Ready-made affiliate stores (shops) built around our affiliate data feed.

## **5. Order Processing**

We will process orders placed by customers who follow affiliate links from your site to our sites. We reserve the right, at our sole discretion, to reject orders that do not comply with certain requirements that we may establish from time to time. All aspects of order processing and fulfillment, cancellation, processing, refunds, and payment processing will be our responsibility. We will track the orders generated by your site and will make this information available to you upon request. To permit accurate tracking, reporting, and commission accrual, you must ensure that the affiliate links between your site and our site are properly formatted, or that your customers are provided (by you) the approved affiliate code to enter into our forms to ensure tracking of the client is ensured. It is our sole decision to collect orders and to have a list of available payment methods for the customers.

To remove any doubt, Clients who have registered for use of AppMe Solutions service through the Program will be deemed to be AppMe Solutions Clients. Accordingly, all its rules, policies, and operating procedures concerning its service (as detailed on the AppMe Solutions Site) will apply to such Clients with respect to their transactions through AppMe Solutions, including without limitations, the AppMe Solutions General [Terms and Conditions](#) and [Privacy Policy](#).

We shall have the right to either add or remove a payment method without any prior notice. You are not allowed to add any payment method other than that offered by AppMe Solutions, or an authorized agent of the company. You are also not allowed to accept payments for our products and services by any other payment methods than those offered by AppMe Solutions. You may not integrate any of your scripts into order processing. You may not pass the personal and billing information specified by the clients on the payment page to any of your scripts and you may not save these data. You may not pass the modified information to the payment gateways. Any violations of the terms surrounding order processing shall constitute a material breach of this Agreement, and may result in your termination from the program and withholding any unpaid commissions.

## 6. Referral Fees Schedule

For a product and/or service sale to be eligible to earn a referral fee (commission), the customer must click-through an affiliate link we provided you, to our site and purchase our product and/or service within ninety (90) days following the customer's initial click-through. If within such period the Referred Client has not officially become a Paying Referred Client, then the Affiliate will not be entitled to any Affiliate Commissions on behalf of such non-action. However, if that same Client returns after the ninety (90) day window, going directly to AppMe Solution for services (circumventing the affiliate link), the Affiliate Lead system will not recognize that sale as a referral because the cookie has already cleared the system, ultimately making that client translation solely AppMe Solutions, and no commissions will be paid out as a result.

Tier 1, 2, or 3 referral fees are payable to you in the case you generate products and/or services sales derived from customers referred directly by you.

This box represents referral fees from referrals to PremiumWixTemplates.com:

<b>Tier</b>	<b>Number of Referred Clients Attributed to Affiliate Project/Site <a href="http://www.PremiumWixTemplates.com">www.PremiumWixTemplates.com</a></b>	<b>Percentage Per Each Referred Client for Each Level</b>
1	1-27	20%
2	28-50	30%
3	Over 51 (in a given year)	40%

This box represents referral fees from referrals to AppMeSolutions.com:

<b>Tier</b>	<b>Number of Referred Clients Attributed to Affiliate Project/Site <a href="http://www.AppMeSolutions.com">www.AppMeSolutions.com</a></b>	<b>Percentage Per Each Referred Client for Each Level</b>
1	1-30	20%
2	31-50	25%
3	Over 51	30%

Tier 4 referral fees are payable to you in the case you generate products and/or services sales derived from customers referred by your referred affiliates (sub-affiliates). A referred affiliate (sub-affiliate) is an individual, a company or any legal entity that enrolls in the program after being referred to it by another affiliate (supervisor).

<b>Project/Site</b>	<b>Referral Fee (tier 4)</b>
<a href="http://www.AppMe Solutions">www.AppMe Solutions</a>	5%
<a href="http://www.appmesolutions.com">www.appmesolutions.com</a>	10%

You are not allowed to apply for the program and register yourself as a sub-affiliate. If such an action is attempted then we have the right to terminate your affiliate membership, terminate all associated affiliate accounts, and withhold any unpaid commissions. The same applies to being a supervisor of an affiliate account owned by an individual or an entity you have or may have some sort of control or direct connection with. The referral fee value set in Referral Fees Schedules above will be decreased by the discount value if any discount was applied to the order. No referral fee will be credited to your account for orders made with discount over referral fee value from full cost. Commission structure is subject to change at our discretion. Commissions earned under the previous structure will be paid under the previous structure. Commissions under the new structure will be paid under the new structure. We reserve the right to disqualify commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. We reserve the right to withhold commissions and terminate affiliate accounts for affiliates that repeatedly refer customers that ask for refunds or dispute credit card charges.

AppMe Solutions is entitled to grant additional rewards to its affiliates based on its sole discretion.

It is hereby clarified that Referral Fees are payable to an Affiliate only for a first purchase of AppMe Solutions' Packages, Subscriptions or Services made by a respective Referred Client. The Referral Fee shall not apply on any renewals, trial versions (if applicable), second purchase or otherwise.

## **7. Referral Fees Payment and Reporting**

AppMe Solutions will generate periodic reports summarizing the sales activity of the Referred Clients for purposes of calculating each Affiliate's Fee, which will be available to Affiliate upon request. The form, content and frequency of the reports shall be determined by AppMe Solutions sole discretion and may be updated from time to time.

Affiliates are paid a commission, based on values set in Referral Fees Schedule above. Commissions will be paid within five (5) business days after your request if the sum of commissions exceeds the minimum transfer amount of \$200 USD for payments via PayPal, MoneyBookers or Webmoney. Commissions will be paid within five (5) business days after your request if the sum of commissions exceeds the minimum transfer amount of \$800 USD for payments via Wire Transfer. Commissions can only be paid out on transactions where the funds have cleared our banks.

All payments of the Affiliate Fees will be due and payable in United States Dollars only. Payment will be made through PayPal, wire transfer or any other method chosen by AppMe Solutions sole discretion.

We also give you an option to use your commissions as a credit for purchasing products provided by our company with a twenty percent (20%) discount (the option is available for purchasing products from AppMe Solutions that have the download count above zero). If you have not earned any Tier 1, 2, or 3 referral fees (as set in Referral Fees Schedule) or haven't contacted your Affiliate Account Representative within a twelve (12) months period prior to any given month, then on the first day of that month we may close your account, terminate this Agreement and withhold any unpaid commissions.

AppMe Solutions affiliation reports will be sent by email to the affiliate within three (3) business days upon the original request to do so. All internal report request must be submitted in writing and sent by email to [affiliate\\_data@appmesolutions.com](mailto:affiliate_data@appmesolutions.com).

AppMe Solutions will pay Affiliate Fees on Tracking Codes that are automatically tracked and reported by AppMe Solutions affiliation system or documented outside the system by an AppMe Solutions authorized agent. AppMe



Solutions will not, and is not obligated to pay Affiliate Fees unless the Tracking Code is tracked by the AppMe Solutions affiliation system or documented by an AppMe Solutions authorized agent. The burden of proof lies on the Affiliate to provide evidence of a sale that is not reordered by AppMe Solutions.

In the event of any activity deemed suspicious by AppMe Solutions, it may (at its sole discretion) delay payment of the Affiliate Commissions to Affiliate for up to one hundred eighty (180) days, in order to verify the relevant transactions. In the event AppMe Solutions discovers and ultimately determines some activity on behalf of the affiliate may constitute Fraud Traffic, it shall recalculate or withhold the Affiliate Fees accordingly in order to offset possible loss or damages.

In the event of such circumstance, AppMe Solutions shall conduct a deeper internal investigation in order to determine the Affiliate's exact involvement whether it be; directly or indirectly, in any fraudulent, deceptive, manipulative, or otherwise illegal activity connected to AppMe Solutions, including without limitation, AppMe Solutions Tracking Codes. AppMe Solutions shall reserve the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking Codes assigned to such Affiliate inoperative, and immediately block Affiliate access to the Program, with no compensation to Affiliate. The Affiliate is responsible for the payment of all taxes applicable to the conduct of Affiliate's business. The payment to the Affiliate shall be subject to any withholding tax obligations applicable by law. It is agreed that the Referral Fees are inclusive of any and all taxes applicable by any law including VAT.

## **8. Referral Tracking Codes**

To permit accurate tracking, reporting, and Referral Fee accrual, AppMe Solutions will provide Affiliate with specific Tracking Codes or Code. It is the Affiliate's responsibility to ensure that its Clients utilize the Tracking Codes provided to the Affiliate by AppMe Solutions.

Affiliate is not authorized to alter, modify or change any of the Tracking Codes provided. Affiliate will only earn payments in accordance with the Referral Fees Plan. AppMe Solutions will not be held liable to the Affiliate with respect to any failure by Affiliate to use such Tracking Codes. AppMe Solutions will not be held responsible for errors which may occur in the tracking of sales, if the Affiliate has made or caused any such modifications to the Tracking Codes or Code provided. For the avoidance of doubt, Affiliate will use the Tracking Code only for the purposes of the Program. Any other use of the Tracking Code will be considered void and subject to AppMe Solutions sole discretion – shall be deemed as breaching this Agreement and will not entitle Affiliate to any Fee, which is based on such unauthorized use.

AppMe Solutions may (at its own discretion) grant the Affiliate a non-exclusive, non-transferable, limited license to use the AppMe Solutions Marks contained in the Ads provided to Affiliate by AppMe Solutions for the sole purpose of this Agreement (the "License"). Upon approval of the affiliate application, the agreement and the provisions within it will become binding. Following the approval of the affiliate application, AppMe Solutions will provide Affiliate with the necessary information in order to allow Affiliate to make appropriate Ads from the Affiliate Site to AppMe Solutions Site. Affiliate may not use any of the AppMe Solutions Marks in any manner other than as contained in the Ads. Furthermore, Affiliate may not modify any of the Ads in any way, whatsoever. The License shall expire upon the expiration or termination of the Affiliation Term.

Affiliate shall display the Ads in good taste, adjacent to any with the first or most prominent use of such Ads in piece of advertising means, in which such Ads appear, subject to other requirements as AppMe Solutions may from time to time impose and provide to Affiliate, including AppMe Solutions trademark guidelines. Affiliate may not use the Ads and the AppMe Solutions Marks contained therewith in a manner that, in AppMe Solutions' sole discretion, is disparaging or otherwise portrays AppMe Solutions in a negative light. Affiliate shall have no other

right, title or interest in or to the Ads and AppMe Solutions Marks contained therewith other than as specified in the limited License granted herein.

AFFILIATE WILL BE SOLELY RESPONSIBLE FOR THE CONTENT AND MANNER OF ITS MARKETING ACTIVITIES. ALL MARKETING ACTIVITIES MUST BE PROFESSIONAL, PROPER AND LAWFUL UNDER APPLICABLE RULES OR LAWS.

AppMe Solutions may at any time, without prior notice, require the Affiliate to remove or modify the Ads, or dynamically replace the AppMe Solutions creative or text with creative or text suitable to AppMe Solutions at AppMe Solutions' sole discretion.

As between Affiliate and AppMe Solutions, AppMe Solutions shall own all rights, title and interest, including (but not limited to) all Intellectual Property Rights, in and on the AppMe Solutions Site, the Program in its entirety, and AppMe Solutions Marks.

## **9. E-mails and Publications; Compliance with Laws and Regulations; No Conflict**

If Affiliate sends, or cause to be sent, any messages or communications by electronic means, including but not limited to email and instant messages ("Emails") in connection, directly or indirectly, with this Agreement and/or the Program, then Affiliate agrees, acknowledges, represents and warrants that all such Emails shall be in full-compliance with all applicable federal and state laws and regulations regarding the use of electronic messages, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM Act") and the Children's Online Privacy Protection Act of 1998 ("COPPA") and all other laws in the applicable the Affiliate and Affiliate Site and including, but not limited to, all American laws and Directives and the Federal Trade Commission regulations.

Affiliate agrees to not utilize SPAM in promoting AppMe Solutions. AppMe Solutions maintains a ZERO tolerance policy towards the sending of SPAM, including, but not limited to, unsolicited commercial E-mails. This action may result in the immediate suspension or termination of Affiliate account with a cancelation of and possible forfeiture of any pending commissions. Affiliate will also be in violation of the Agreement and subject to legal action and be held liable for any financial loss incurred by AppMe Solutions.

SPAM is defined as including, but not limited to, the following:

Send, initiate or procure the sending of an Email to any person who has either not explicitly requested to receive such messages (or has explicitly requested to receive no further Emails) specifically from Affiliate, including without limitation for the purposes of sending unsolicited bulk email, executing any "mass mailings" or "email blasts," or for the purpose of spamming any public forum, including without limitation, any blog, message board, classified listings, auction sites, altnet, newsgroups, or similar service.

Employ any false or deceptive information regarding Affiliate's identity, or regarding the intent, subject or origin of the message or fail to include accurate information regarding Affiliate identity, and the intent, subject, and origin of the Email.

Exploit documented or undocumented security holes on any client or server machine.

Fail to (i) include clear, valid, and conspicuously displayed "Form" and "Subject" lines in the Email, (ii) include a functioning return address (or hyperlink) in the Email that enables the recipient to submit a request to receive no further messages from Affiliate ("Opt Out Request") for no less than thirty (30) days from the date the Email was sent; or (iii) honor any Opt-Out Request within ten (10) days of receipt of such Opt-Out Request by Affiliate.



Obtain email addresses via automated means or send any Email to any address which was obtained via automated means, including via the automated combination of names, letters, or numbers, dictionary attacks, or the use of spyware, viruses, or other means of bypassing system security or invading consumer privacy.

Employ any fraudulent, deceptive, false or misleading information in connection with the Emails.

Send any commercial marketing Email or promotion to, or collect any personally identifiable information from, any person who is under eighteen (18) years of age.

Affiliate may use Tracking Codes within Emails that Affiliate sends to registered Clients of the Affiliate Site.

Affiliate shall comply with any and all regulations, statutes and applicable laws of the United States or any other state, country or jurisdiction in which he/she/it acts related to Email, and/or electronic communications. It is Affiliate's responsibility to be aware of all such regulations, statutes and laws.

Affiliate may only send Emails containing a Tracking Code and/or a message regarding AppMe Solutions or AppMe Solutions' Program. Failure by Affiliate to abide by this Section 9, CAN-SPAM Act or COPPA, in any manner, will be deemed a breach of this Agreement by Affiliate and foreclose any and all rights Affiliate may have to any Affiliate Fee.

Affiliate will at all-times conduct business practices with AppMe Solutions' best interest in mind.

Affiliate undertakes to immediately inform AppMe Solutions in writing in case Affiliate participates in other programs offered by AppMe Solutions, including but not limited to the AppMe Solutions Reseller Program. In such case, at AppMe Solutions' sole discretion, may choose to appoint Affiliate to be either its Affiliate or WhiteLabel Reseller Partner (as described in the Reseller Program), but in any event – not both unless confirmed otherwise in writing by AppMe Solutions. In case AppMe Solutions has any doubt that Affiliate participates in two or more different programs without AppMe Solutions prior written approval, AppMe Solutions may terminate the agreement immediately and any unpaid or earned (whether from one or all of the programs) will be void and cancelled, all on AppMe Solutions' sole discretion. Notwithstanding the foregoing, AppMe Solutions will be entitled to claim back all Fees paid to Affiliate who participated in two or more different programs without AppMe Solutions prior written approval.

## **10. Affiliation Term and Termination**

The term of this Agreement will begin upon our approval of your Program application and will end when terminated by either you or us. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) days written notice prior to termination. Upon the termination of this Agreement, you will immediately cease use of, and remove from your site, all affiliate links to our site and any other promotional materials that we provided to you as to an affiliate. "Cause" means any of the following: you are in material breach of this Agreement; we believe that we may face potential claims or liability in connection with your participation in the program; we believe that our brand or reputation may be tarnished by you or in connection with your participation in the program; we have terminated the program as we generally make it available to participants. Any violation of Section 2, 3, 4, 5, 6 or 7 will be deemed a material breach of this Agreement.

In the event of a material breach of this Agreement by Affiliate, AppMe Solutions may, at its sole and absolute discretion, terminate the Affiliation Term immediately, without prior notification, and the Affiliate will not be entitled to receive any unpaid Affiliate Fees, which accrued prior to such termination.

You are eligible to earn referral fees only for orders that occur during the term of Agreement. Referral fees earned through the date of termination will remain payable only if the related orders are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid (e.g., to account for any order cancellations or returns). If the sum of unpaid commissions exceeds the minimum transfer amount of \$200 USD you are eligible to receive the final payment via PayPal, Moneybookers, Wire Transfer or Webmoney as set in Section 7 (Referral Fees Payment), otherwise you are given an option to use your commission as a credit for purchasing products provided by our company (as set in Section 7).

## **11. Modification**

This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on our Sites, and you should review this Agreement prior to each use of the 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 new agreement on our site will constitute binding acceptance of the change.

AppMe Solutions may modify any of the terms and conditions contained in this Agreement or other agreements associated with the affiliate program, at any time by its sole discretion. Notice of any change by e-mail, to Affiliate's address as provided to AppMe Solutions, or the posting on our Sites of a change notice or a new agreement, is considered sufficient notice to Affiliate of a modification to the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the scope of available Affiliate Fees, payment procedures, schedules, and Affiliate Program rules.

Notwithstanding the foregoing in Section 6 hereof, the Referral Fees Plan may be altered, modified or changed by AppMe Solutions, from time to time, in its sole and absolute discretion, provided that AppMe Solutions will notify Affiliate of such change of the Referral Fees Plan. Affiliate Fees earned prior to such change will be paid according to the conditions in effect prior to such changes. Referral Fees earned after such change is in effect will be paid according to the new conditions of the amended Referral Fees Plan's effective date at which the payment has been made.

If any modification is unacceptable to Affiliate, its/his/her sole recourse shall be to terminate this Agreement. Affiliate's continued participation in the Program following posting of a change notice or a new agreement, Affiliate Fees, payment procedures, schedules, and Affiliate Program rules on the AppMe Solutions Site will constitute binding acceptance of such change.

Again, the latest Agreement will be posted on our Sites, and you should review this Agreement prior to each use of the Site.

## **12. Confidentiality**

AppMe Solutions may disclose to Affiliate certain information as a result of Affiliate's participation in the Program which information we consider to be confidential (herein referred to as "Confidential Information"). For purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to (i) any modifications to the terms and provisions of the Program made specifically for the Affiliate or Affiliate Site and not generally available to other affiliates of the Program; (ii) price guidelines, future service releases, trade secrets, know-how, inventions, processes, programs, schematics, data, pricing and discount schedules, customer lists, financial information and sales and marketing plans relating to AppMe Solutions or AppMe Solutions' services. Confidential Information shall also include any information that AppMe Solutions designates as confidential during the terms of this Agreement. Confidential Information shall not include information which

is: (a) previously known to the other party without obligation or confidence or without breach of this agreement; (b) which is publicly disclosed (other than by the Affiliate) either prior or subsequent to the Affiliate's receipt of such information; (c) required to be disclosed by the other party by law or by the order of a court or similar judicial or administrative body.

Affiliate shall at all times, both during the Term and at all times thereafter, keep and hold such Confidential Information in the strictest confidence, and shall not use such Confidential Information for any purpose other than as may be reasonably necessary for the performance of its duties pursuant to this Agreement, without AppMe Solutions' prior written consent.

### **13. General Provisions, Responsibilities of the Affiliate, Representations and Warranties**

Affiliate hereby warrants and represents that he/she/it is over the age of eighteen (18) and in all respects Affiliate is qualified and competent to enter into this agreement.

Affiliate will provide accurate and complete details regarding his/hers/its identity and personal details such as: PayPal account, address or other required information.

Affiliate will be solely responsible for the development, operation, and maintenance of Affiliate Site and for all materials that appear in the Affiliate Site. Affiliate will indemnify and hold AppMe Solutions harmless from all claims, damages, and expenses relating to the development, operation, maintenance, and contents of its/his/hers Affiliate Site or Business Practices.

Affiliate hereby represents and warrants to AppMe Solutions that materials posted on his/hers/its Affiliate Site or Business Practices do not violate or infringe upon the rights of any third party, and that materials posted on his/hers/its Affiliate Site Business Practices are not libelous or otherwise illegal. AppMe Solutions disclaim all liability for all such matters.

As a condition to Affiliate's participation in the Program, he/she/it hereby represents and warrants that during the Term of this Agreement, Affiliate will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgements, decisions or other requirements of any governmental authority as applicable to Affiliate, whether those laws are now in effect or later come into effect during the Term of this Agreement.

This Agreement has been duly and validly executed and delivered by Affiliate (by acceptance of its terms) and constitutes Affiliate's legal, valid, and binding obligation, enforceable against Affiliate in accordance with the terms contain herein.

The execution, delivery, and the performance by Affiliate of duties pursuant to this Agreement will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate: any provision of the law, rule, or regulation to the extent applicable; and order, judgment, or decree applicable or binding upon Affiliate's assets or properties; any provision of Affiliate's by-laws or certificate of incorporation, or any agreement or other instrument applicable to Affiliate or binding upon Affiliates Rassets or properties.

No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by Affiliate in connection with the execution, delivery, and performance of this Agreement or the taking by Affiliate of any other action hereunder.

To the best of Affiliate's knowledge, there is no pending threatened claim, action, or proceeding against him/her/it, or any affiliate thereof, with respect to the execution, delivery, or consummation of this Agreement,

or with respect to any intellectual property infringement, and, to the best of your knowledge, there is no basis for any such claim, action or proceeding.

Affiliate understands that AppMe Solutions may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate sites that are similar to or compete with the Affiliate Site or Business.

AppMe Solutions has the right, and AppMe Solutions' sole discretion, to monitor Affiliate Site or Business Practices at any time and from time to time to determine if the Affiliate is in compliance with the terms of this Agreement. Any deviations from the guidelines and the treatment described in this Agreement must be approved in advance and in writing by AppMe Solutions.

## **14. Relationship of Parties**

AppMe Solutions and Affiliate are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

Affiliate will have no authority to make or accept any offers or representations on AppMe Solutions' behalf. Affiliate will not make any statement, whether on its/his/hers Affiliate Site or otherwise, that reasonably contradict anything in this Agreement.

## **15. Disclaimers**

APPME SOLUTIONS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE AGREEMENT, THE PROGRAM AND THE INFORMATION TO BE DELIVERED PURSUANT HERETO. INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, TRADE USAGE OR FITNESS FOR A PARTICULAR PURPOSE.

APPME SOLUTIONS MAKES NO REPRESENTATION AS TO ANY OF THE INFORMATION FOUND ON APPME SOLUTIONS'S SITE. THE MATERIALS ON APPME SOLUTIONS'S SITE AND FOR THE AFFILIATED SITES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. APPME SOLUTIONS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED ON THE PREMIUMWIXTEMPLATES'S SITES. ANY OF THE INFORMATION OFFERED ON APPME SOLUTIONS'S SITE MAY CHANGE AT ANY TIME WITHOUT NOTICE.

Should the materials or services provided prove defective and/or cause any damage to equipment or any loss or inconvenience to the Affiliate or anyone claiming through the Affiliate, the Affiliate assumes the entire cost and responsibility for them.

## **16. Indemnification**

Affiliate will indemnify and hold harmless AppMe Solutions, its subsidiaries, officers, employees, agents, and third parties from and against any claims, liabilities, losses, costs, damages, and expenses (including attorney's fees) arising, directly or indirectly, in connection with Affiliate's operations or website or out of any disputes between Affiliate and any other party relating to this Agreement or the participation in the Program, the Site(s) or to services provided by AppMe Solutions.

## **17. Limitation of Liability**

WE HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR OTHER CONTENT AVAILABLE FROM OR THROUGH OUR SITE, OR OUR SITE ITSELF. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE ARE NOT LIABLE FOR ANY COMPENSATORY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE; NOR FOR ANY THIRD PARTY CLAIMS OF ANY NATURE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

UNDER NO CIRCUMSTANCES SHALL APPME SOLUTIONS, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE HELD LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES AND/OR LOSSES TO THE AFFILIATE, CLIENT, AND/OR OTHER THIRD PARTY THAT MAY ARISE DUE TO "DOWNTIME" AND/OR AVAILABILITY OF APPME SOLUTIONS SITE OR THE PROGRAM. MOREOVER, APPME SOLUTIONS, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS SHALL NOT BE HELD LIABLE FOR ANY LOSSES OF ANY KIND THAT MAY RESULT DUE TO DOWNTIME IN THE PROGRAM AND/OR ANY OTHER THIRD PARTY'S DOWNTIME.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, APPME SOLUTIONS, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS WILL NOT BE LIABLE TO AFFILIATE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR ACTUAL OR ANTICIPATED REVENUE, PROFITS OR LOST BUSINESS), EVEN IF APPME SOLUTIONS, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **18. Disclaimer**

Products, information and other content available from or through the site are provided 'as-is', 'as available', and all warranties, express or implied, are disclaimed. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties express or implied, including, but not limited to, that any product or information available from or through our site, or our site itself will be merchantable or fit for a particular purpose, that any product or information available from or through our site, or our site itself will be uninterrupted or error-free, that defects will be corrected, that there are no viruses or other harmful components, that the security methods employed will be sufficient, regarding correctness, accuracy, or reliability, or against interference with your enjoyment of the products or information, or against infringement. All 'information' and products provided in the course of this Agreement are provided with all faults, and the entire risk as to satisfactory quality, performance, accuracy, and effort is with you as the user. The negation of damages set forth above are fundamental elements of the basis of the bargain between us and you. The information and other content available from or through our site, and our site itself, would not be provided without such limitations. No advice or information, whether oral or written, you obtain from us from or through our site shall create any warranty, representation or guarantee not expressly stated in this Agreement.

## **19. Miscellaneous**

The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

The failure of each of the parties to exercise or enforce any right or provision of the conditions and terms of this Agreement shall not constitute a waiver of such right or provision. AppMe Solutions failure to enforce Affiliate's strict performance of any provision of this Agreement will not constitute a waiver of AppMe Solutions' right to subsequently enforce such provision or any other provision of this agreement.

This Agreement constitutes the entire understanding between the parties regarding to specific subject matter covered herein. This Agreement supersedes any and all prior written or verbal contracts or understandings between parties hereto and neither party shall be bound by any statements or representations made by either party not embodied in this Agreement.

## **20. Independent Investigation**

AppMe Solutions encourages Affiliate to consult with legal and/or financial and/or tax and/or accounting advisors prior to entering the Program.

Affiliate acknowledges and agrees that nothing herein and no statement by AppMe Solutions or any of its employees or any other person associated with AppMe Solutions has prevented Affiliate in any way from seeking such advice before entering into this Agreement.

Affiliate has independently evaluated the desirability of participating in the Program and he/she/it is not relying on any representations or statements other than as set forth in this Agreement.

AFFILIATE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS IT, HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL AND ACCEPT THE OBLIGATIONS, WHICH IT IMPOSES UPON AFFILIATE WITHOUT RESERVATION. AFFILIATE HAS ALSO TAKEN INTO ACCOUNT THE LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER PROVISIONS OF THIS AGREEMENT PRIOR TO ACCEPTING THE AGREEMENT. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO AFFILIATE TO INDUCE HIM/SHE/IT TO SIGN THIS AGREEMENT. AFFILIATE AGREES TO THE TERMS OF THIS AGREEMENT VOLUNTARILY AND FREELY.

Last Updated: April 1, 2015