

HAVAWEB

WELCOME TO HAVAWEB'S AFFILIATE PROGRAM

Last Revised: September 10, 2011

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REGISTERING.

1. This Direct Affiliate Program Service Agreement (this "Agreement") is entered into by and between Havaweb.com, and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of our Direct Affiliate Program and Services.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with Havaweb's Service Agreement, which is incorporated herein by reference.

The terms "we", "us" or "our" shall refer to Havaweb. The terms "you", "your", "User", "customer" or "Affiliate" shall refer to any individual or entity who accepts this Agreement.

Havaweb, in its sole and absolute discretion, may change or modify this Agreement and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to the Havaweb website. In addition, Havaweb may occasionally notify you of changes or modifications to this Agreement by email. It is important that you keep your account information current.

2. Havaweb grants you a non-exclusive, non-transferable limited license to use the Direct Affiliate Program in accordance with the terms set forth herein.

The Direct Affiliate Program allows you to provide a platform for advertising Havaweb via your "Web Site" thereby driving traffic to Havaweb's Web Site whereby you may earn a portion of the revenue generated. If a person or entity that is not you (a "Visitor") purchases a Havaweb product or service after being referred to Havaweb's Web Site from an internet link contained on your Web Site or Publishing Location.

After being referred to Havaweb's Web Site or Web Site content from a Link contained on your Website, Visitors have sixty (60) days to complete their purchase in order for you to receive a Commission Payment. Please note that you will only receive a Commission Payment for purchases completed through your Web Site or Publishing Location's Link; subsequent purchases made by the same Visitor (by accessing Havaweb's Web Site directly) will not be commissionable. Additionally, should the Visitor click on another Web Site or Publishing Location's Link that is not controlled by you, or return to the Havaweb Website via another source-coded advertising Link during the initial sixty (60) days, your Link will be overwritten and you will not receive a Commission Payment for that Visitor's purchase. All Havaweb products and

services will be eligible for a Commission Payment except for: *domain registrations, memberships or maintenance plans; additional disk space and bandwidth renewals; Static IP's, Logo designs, Flash animation designs and custom blog designs.*

You acknowledge and agree that only purchases completed through Havaweb's Website will be eligible for a Commission Payment

3. You are not eligible for a Commission Payment on purchases made by you, your employees, agents, representatives, or contractors.

4. You acknowledge and agree that your Website or Publishing Location shall not:

- Engage in sending unsolicited commercial email or indiscriminate advertising;
- Fail to comply with the can-spam act of 2003 or other applicable laws regulating commercial email;
- Contain pornographic or obscene content, tasteless images, or excessively violent or hate-related material, as determined by Havaweb in its sole and absolute discretion;
- Encourage unlawful behavior;
- Display, promote or sell illegal content, or offer any illegal product or service;
- Violate any applicable law;
- Contain any false, inaccurate, misleading, defamatory, slanderous or libelous content or statements;
- Advocate, promote, or encourage violence or discrimination against any person or organization.
- Contain Links to Web Sites containing any of the aforementioned content.

In addition, you acknowledge and agree you shall not:

- Copy, alter or modify any icons, buttons, banners, graphics, files, or content contained in Havaweb's Links, including but not limited to removing or altering any copyright or trademark notices. You recognize that Havaweb owns all rights in and to all information regarding the Visitors that you refer to Havaweb's Web Site.
- Enter into any arrangement or agreement under which a third party pays you fees or shares in any revenues or royalties for any search results displayed on your Web Site.
- Alter the tracking codes to allow you to collect personally identifiable information of Visitors that would allow you to personally identify Visitors.
- Allow your Website or Publishing Location be a downloadable or internet accessible application, as determined by Havaweb in its

sole and absolute discretion.

- Use a Havaweb.com look-a-like site that suggests or gives the Visitor the impression that your Web Site or Publishing Location is affiliated with Havaweb.com.
- Cause any purchases to be made that are not in good faith.
- Engage in activities, whether lawful or unlawful, that Havaweb determines, in its sole and absolute discretion, to be harmful to Havaweb or its customers, employees, operations, or reputation.
- Purchase or generate traffic to your Web Site or Publishing Location by any of the following methods: listing on newsgroups, bulk emailing, icq postings, chatroom postings, iframes, zero pixel frames, hitbots, clickbots, spiders, cgi-scripts, JavaScript®, click farms, advertising the domain name or purchasing advertising for the domain name or any other similar method.

You acknowledge and agree that Havaweb may terminate your Services (a) if you, your Web Site or your Publishing Location violates, as determined by Havaweb in its sole and absolute discretion, any of the aforementioned restrictions.

5. Commission Payments Generally

Havaweb shall use commercially reasonable efforts to provide you with accurate daily estimates of the revenue your Web Site or Publishing Location generates. You acknowledge and agree that any daily estimates do not represent an exact determination of your Commission Payment and the exact amount of your Commission Payment, as determined at the end of the applicable revenue generating period, may be different. Additionally, in calculating your Commission Payment, amounts may include fractions of a cent. Havaweb shall use commercially reasonable efforts to round these amounts to the nearest cent in a manner so as to benefit you. However, you acknowledge and agree that in calculating your Commission Payment Havaweb's determination regarding the same shall be the final and binding determination. Upon your cancellation of the Services, you acknowledge and agree that Havaweb has the right to charge you the lesser of (i) Fifteen Dollars (\$15.00) or (ii) the unpaid funds remaining in your Direct Affiliate Program account as an "Administrative Fee" in connection with your cancellation of the Services. Any funds remaining in your Direct Affiliate Program account after the deduction of the Administrative Fee shall be paid to you in accordance with your selected payment option.

The commission structure (the "Commission Structure") for the Direct Affiliate Program shall be based on the total checkout amount in the Visitor's shopping cart after any applicable product discounts or exclusions. The Commission Structure may be comprised of (i) a percentage rate per product or service, (ii) a fixed amount per product or service, or (iii) a combination of both. In addition, the Commission Structure may vary by Affiliate. The Commission Structure applicable to you may be found by signing into your application management interface (your "Havaweb Affiliate Manager"). Havaweb expressly reserves the right to change or modify the Commission Structure at any time, and such

changes or modifications shall be effective immediately upon posting to your Havaweb Affiliate Manager without need for further notice to you.

Havaweb will hold the initial Commission Payment on orders (i) for all hosting-related products or services for ninety (90) days from the purchase date and (ii) for all other products or services for sixty (60) days from the purchase date. After this time, Commission Payments will be paid out in accordance with the provisions below and will represent Commission Payments earned in the immediately preceding month or quarter, as the case may be, less any applicable fees and/or chargebacks. Commission Payments may be debited or withheld on any orders refunded by Havaweb or charged back by the issuing bank (for fraud or any other reason).

Havaweb reserves the right to extend the payment date on orders suspected of fraudulent or abusive activity.

Commission Payments for Domestic Affiliates (Affiliates Based in the U.S.)

The payout date is the date that the Commission Payment is sent to you. Commission Payments may be paid by direct deposit, PayPal®, or check.

i. Direct Deposit

Should you choose to utilize direct deposit, you understand it is your responsibility to provide a valid U.S. bank account number and the related direct deposit information by signing into your Havaweb Affiliate Manager. Failure to provide a valid direct deposit account will cause your Commission Payments to be withheld pending receipt by Havaweb of proper direct deposit instructions. You can find the instructions on how to set up a direct deposit account at any time by clicking on the "Settings" tab in your Havaweb Affiliate Manager.

Domestic Affiliates utilizing direct deposit hereby authorize Havaweb to initiate and post credit (positive) entries for Commission Payments to the direct deposit account. Domestic Affiliates understand that the amount initiated and posted to the direct deposit account on a monthly basis will represent Commission Payments earned in the immediately preceding month (subject to the sixty (60) day holding period described above), less any applicable fees and/or chargebacks. Commission Payments may be debited or withheld on any orders refunded by Havaweb or charged back by the issuing bank (for fraud or any other reason). A Ten Dollar (\$10.00) minimum threshold is required before a Commission Payment is made to the direct deposit account. Domestic Affiliates utilizing direct deposit will be paid out monthly on the fifteenth (15th) day of the month. Should the fifteenth (15th) day of the month fall on a Saturday, the payout date will be on the previous business day. Should the fifteenth (15th) day of the month fall on a Sunday or holiday, the payout date will be on the next business day.

The authority granted to Havaweb by the direct deposit account owner will remain in full force and effect until (a) Havaweb or the depository institution has received written notification from the direct deposit account owner that such

authority has been revoked, but in any event, such written notification shall afford Havaweb or the depository institution a reasonable opportunity to act on such revocation, or (b) until the termination of this Agreement.

ii. PayPal

Affiliates utilizing PayPal will be paid out monthly on the fifteenth (15th) day of the month. Should the fifteenth (15th) day of the month fall on a Saturday, the payout date will be on the previous business day. Should the fifteenth (15th) day of the month fall on a Sunday or holiday, the payout date will be on the next business day. A Twenty-Five Dollar (\$25.00) minimum threshold is required before payment will be made to those accounts. If the payment amount exceeds \$20,000.00, it will be split into two PayPal payment transactions. Please refer to the PayPal account set-up requirements for your country to ensure your PayPal account has the ability to receive payments from third parties. Transaction fees for PayPal will be the responsibility of Havaweb and will not be deducted from your Commission Payment.

iv. Check

Affiliates who fail to choose direct deposit or pay-pal as their payment option will receive their Commission Payment via paper check, which shall be mailed out monthly on the fifteenth (15th) day of the month. A One Hundred Dollar (\$100.00) minimum threshold is required before a check will be issued.

International Affiliates utilizing PayPal will be paid out monthly on the fifteenth (15th) day of the month. Should the fifteenth (15th) day of the month fall on a Saturday, the payout date will be on the previous business day. Should the fifteenth (15th) day of the month fall on a Sunday or holiday, the payout date will be on the next business day. A Twenty-Five Dollar (\$25.00) minimum threshold is required before payment will be made to those accounts. If the payment amount exceeds \$20,000.00, it will be split into two PayPal payment transactions. Please refer to the PayPal account set-up requirements for your country, to ensure your PayPal account has the ability to receive payments from third parties. Transaction fees for PayPal will be the responsibility of Havaweb and will not be deducted from your Commission Payment.

iii. Check

International Affiliates who fail to choose PayPal or Good As Gold as their payment option will receive their Commission Payment via paper check, which shall be mailed out quarterly on the last day of the quarter. Quarterly pay dates are February 15th, May 15th, August 15th, and November 15th. Should the last day of the quarter fall on a Saturday, checks will be mailed out on the previous business day. Should the last day of the quarter fall on a Sunday or holiday, checks will be mailed out on the next business day. A One Hundred Dollar (\$100.00) minimum threshold is required before a check will be issued. No check processing fee is charged for International Affiliates.

6. Affiliate Obligations, Representations and Warranties

Privacy Obligations

You agree that you will post your privacy policy on your Web site or Publishing Location and otherwise make it available to all Visitors. Your privacy policy must comply with all applicable laws and regulations regarding the privacy of Visitor information, be commercially reasonable, and fully and accurately disclose your collection and use of Visitor information. In addition, you must fully and accurately disclose your use of third party technology, including Havaweb's tracking technology, use of cookies, and options for discontinuing use of such cookies.

Indemnification Obligations

Affiliate covenants and agrees to indemnify and hold harmless Havaweb from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable attorneys' fees) (collectively, "Claims") arising out of or in connection with the Affiliate's breach of or non-compliance with this Agreement.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. Subject to the terms and conditions of this Agreement and Havaweb's policies and procedures, Havaweb shall use reasonable efforts to attempt to provide the Direct Affiliate Program on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement. You acknowledge and agree that from time to time the Direct Affiliate Program may be inaccessible or inoperable for any reason.

You acknowledge and agree that Havaweb has no control over the availability of the Direct Affiliate Program on a continuous or uninterrupted basis, and assumes no liability to you or any other party with regard thereto.

9. Havaweb explicitly reserves the right, in its sole and absolute discretion, to:

- Modify the pricing, fees (including the Administrative Fee), thresholds, payouts, Links, or any terms and conditions of the Direct Affiliate Program without advance notice, if desired by Havaweb;
- Establish limits and guidelines concerning the use of the Direct Affiliate Program; and
- Terminate your license to use the Direct Affiliate Program if your use of the Direct Affiliate Program is in violation of the terms and conditions of this Agreement.

If Havaweb terminates your license to use the Direct Affiliate Program, Havaweb may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers. Havaweb has no obligation to monitor your use of the Direct Affiliate Program, but reserves the right to do so.

Notwithstanding anything to the contrary in this Agreement, in addition to any and all other rights and remedies to which Havaweb is entitled, Havaweb specifically reserves the right to:

- i. Terminate the Direct Affiliate Program at any time for any reason.
- ii. Terminate your license to use the Direct Affiliate Program at any time for any reason.
- iii. Suspend your license to use the Direct Affiliate Program at any time for any reason and deactivate any and all accounts and domains that Havaweb believes, in its sole and absolute discretion, to be violating the terms and conditions of this Agreement.

10. You acknowledge and agree that the Direct Affiliate Program, the names, trademarks, and logos of Havaweb, and all related product and service names, design marks and slogans (the "Havaweb Trademarks"), are the sole and exclusive property of Havaweb, and your use of the Havaweb Trademarks shall inure to the benefit of Havaweb. You are not authorized to use the Havaweb Trademarks in any advertising, publicity, or other commercial venture except by displaying in an unaltered state the icons, buttons, banners, graphics, files, or content contained in Havaweb's links as provided in this Agreement.

You agree not to utilize, advertise, or otherwise promote any mark of Havaweb in the headline or description copy associated with pay-for-placement search engines or paid search engine advertising and you may not bid on any mark of Havaweb on any pay-for-placement search engines.

11. The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

12. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Universal Terms of Service Agreement. In the event there is a conflict between the provisions of this Agreement and the provisions of the Universal Terms of Service Agreement, the provisions of this Agreement shall control.