



AFFILIATE AGREEMENT

Please read the agreement document below before applying to join the easisites affiliate program.

In the context of this agreement the terms we/us/our shall mean easisites and/or its owners Ekos Consulting Ltd.

1) Term of the Agreements: The term of this Agreement will begin upon our acceptance of your Affiliate application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn referral fees on sales occurring during the term.

Cause for terminations include:

- Use of unsolicited email/spam to promote our service or program

If you use spam to promote the service you will be notified that your account has been terminated.

If you or we terminate your account 'without cause' then you will have the opportunity to cash-out. i.e. any and all commissions outstanding during the agreements term will be paid.

1.1) Privacy: To protect your privacy at any time an affiliate may opt-out of receiving any promotional messages from the company i.e. newsletters and sales promotions. You can unsubscribe from affiliate communications at any time by sending an email request to affiliate-optout@easisites.com

1.2) Mediation: Any problems or discrepancies over due commissions will be dealt with within 7 days of an email notification to us. Queries can be raised via email to affiliatemanager@easisites.com or by post to:

easisites
Ekos Consulting Ltd
2 Cambrian Grove
Gravesend
Kent
DA11 0PU
United Kingdom

1.3) Tracking: Visitors are tracked using software built by us. This software utilises cookies set at 30 days.

1.4) Reporting: Affiliates will be able to access their tracking logs at any time. Access details will be supplied upon acceptance of your application. Statistics are available showing click-thru's, sales, and commissions due. Real time 30-day logs are also available.

1.5) International Affiliates: International affiliates are welcome to join the program. All payments made will be in pounds sterling on a monthly basis. International affiliates who would prefer a higher minimum payment to reduce their bank costs are welcome to discuss deferred payment by contacting affiliatemanager@easisites.com

1.6) Predatory Advertising: We agree not to use predatory advertising methods designed to generate traffic from sites they have not contracted with for the online promotion of our products, services and affiliate program.

You the affiliate agree not to use any predatory advertising methods in the promotion of our products, services or affiliate program.

Predatory advertising is defined as any method that creates or overlays links or banners on web sites, spawns browser windows, or any method invented to generate traffic from a web site without that web



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site owner's expressed, written permission.

Examples include, but are not limited to, keyword parsing browser plugins such as TopText and Surf+, banner replacement technology such as Gator, and browser spawning technology that is not web site dependent.

Participation in predatory advertising programs will be cause for affiliates immediate termination.

2) Commission Payments: We will pay £15 commission after full payment by each new customer joining easisites while still having the 30-day cookie relating to the affiliate. Payments will be made monthly in the form of a cheque payable in sterling or by electronic transfer of funds as advised by the affiliate upon joining the program. You are held responsible for your own tax liabilities in relation to this payment.

There is no minimum commission payment level. Commissions against sales that are subsequently refunded will be deducted from your following commission payment.

3) Modification: We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting revised details on the web and affiliates will receive an email notification with their monthly reports.

Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and Program rules.

Any changes or modifications made will be in 'good faith', the agreement will not be altered purposely to avoid paying affiliates due commissions.

Any substantive changes, e.g. change of commissions, will be made with at least 14 days notice by email with the monthly report and web site update of this agreement.

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 WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

4) 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 aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under to this Agreement.

5) 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 OTHER THAN AS SET FORTH IN THIS AGREEMENT.

6) Miscellaneous: This agreement certifies that the easisites service meets the legal requirements of the United Kingdom.

This Agreement will be governed by the laws of the United Kingdom, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to



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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.

7) Acceptance: When you apply to become and whilst you remain an affiliate of easisites you do so on the basis that you agree to the terms and conditions laid out in this document.

easisites is owned and managed by Ekos Consulting Ltd.
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