



CheapDelete.com

Personal Affiliate Print

Affiliate Agreement

THIS AGREEMENT and the referred materials contain the complete terms and conditions that apply to an individual or entity's participation in the Cheap Delete, affiliate program (the "Program"). This agreement is made and entered into between and among Cheap Delete and you. As used in this agreement, "we/us/our" means Cheap Delete, and "you" means the affiliate applicant.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND Cheap Delete, BY SIGNING THE APPLICATION YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTOOD THE TERMS SET FORTH HEREIN, ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS HEREOF.

1. ENROLLMENT IN THE AFFILIATE PROGRAM: To begin enrollment in the program you will have to submit a complete application. Upon submitting a complete application you will be granted provisional acceptance to the program. Such provisional acceptance may be revoked at any time for any reason or for no reason at all. At the sole discretion of Cheap Delete, the following is deemed to be unsuitable practice and will be grounds for affiliate termination: (a) anything that contains a link(s) to nudity or pornography or promote sexually explicit materials; (b) promote violence; (c) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (d) promote illegal activities; (e) infringe intellectual property rights of ours, or otherwise violate the rights of any third party; (f) contain in our sole judgment material that is defamatory, fraudulent, or harassing to us or any third party; (g) promote the use of any pyramid or similar schemes; (h) contain false or deceptive advertising or promises, guarantees or warranties of service provided by Cheap Delete (i) engage in unsolicited email marketing or "spam" as determined by Cheap Delete; or (j) purport to give legal advice.

2. COMMISSIONS. Upon becoming an approved affiliate of the program you will be paid a commission of ten (\$10.00) US Dollars for each person you directly refer, and signs up for a membership under your affiliate code. You may also get paid a sub-affiliate commission of five (\$5.00) US Dollars for every person you refer that becomes an affiliate and refers a person who signs up for a membership and pays in full. All of your sub-affiliate referrals MUST sign up as an affiliate using your affiliate ID and name, in order for you to receive commissions on them as your sub-affiliate. Any person or company you refer to Cheap Delete to become an affiliate who does not enter your affiliate ID and Name, will not become your sub-affiliate, No Exceptions. Commissions

are ONLY paid when a person signs up for a \$19.95 membership and pays in full. In addition to all other terms and conditions, in order to remain an affiliate in good standing, you must refer a minimum of 2 people per month, who sign up for a \$19.95 membership and pay in full. Commissions will only be paid for the first 3 month term of a membership.

3. SUB-AFFILIATES. As an incentive to help Cheap Delete disseminate information to the widest possible audience, we have developed the sub-affiliate program. A “sub-affiliate” is an affiliate who becomes such by being referred to the program directly by you. In order to be considered your sub-affiliate you must ensure that the sub-affiliate provides your Affiliate ID and NAME when referring clients.

THEY WILL NOT BECOME A SUB-AFFILIATE AND YOU WILL NOT BE CREDITED WITH SUB-AFFILIATE SIGN-UPS UNLESS THEY PROVIDE YOUR AFFILIATE ID AND NAME. Cheap Delete will not move or change an existing affiliate from one marketing affiliate to another, after an affiliate application has been submitted.

4. COMMISSION SCHEDULE. All commissions earned under this program, including direct, performance bonuses, and sub-affiliate commissions will be made monthly, on a calendar month basis, paid by Cheap Delete on the 15th of every month.

5. CANCELLATION OF SERVICES. In order to qualify for commissions, a client who successfully retains Cheap Delete services must remain a client of Cheap Delete for 31 (thirty one days). If a client cancels their services with Cheap Delete within this 31 day window, all commissions and sub-affiliate commissions will be deducted from the amount owed to the qualifying affiliate and sub-affiliate. If the commissions have already been paid by Cheap Delete to the affiliate and/or sub-affiliate the amount(s) will be deducted from what is currently owed to the affiliate and/or sub-affiliate. If no amount is owed to the affiliate and/or sub-affiliate the affiliate will be billed for the overpayment amount.

6. RESPONSIBILITY:

a. YOU MAY NOT WARRANTY, GUARANTEE OR OTHERWISE PREDICT THE OUTCOME OF ANY PARTICULAR MATTER RELATING TO THE SERVICES OF CHEAP DELETE.

b. Cheap Delete disclaims all liability for the matters stated in this section (6).

7. TRACKING OF SALES. Cheap Delete will be solely responsible for tracking direct affiliate and sub-affiliate commissions.

8. WEBSITE INTERRUPTION. Cheap Delete will make every effort to keep its website operational. However, certain technical difficulties may, from time to time, result in temporary service interruptions. As an affiliate, You, agree not to hold Cheap Delete liable for any of the consequences, including but not limited to lost commissions, as a result of such interruptions.

9. NON-EXCLUSIVE LIMITED LICENSE AND USE OF Cheap Delete MARKS AND INTELLECTUAL PROPERTY. We grant you a non-exclusive, non-transferable, revocable right to use our logos, trade names, trademarks and similar identifying material (collectively Cheap Delete "Marks") provided to you by us hereunder, solely for the purposes anticipated by this agreement. You agree to use the Cheap Delete marks in a manner that will not disparage Cheap Delete or that otherwise portrays Cheap Delete in a negative light. We reserve all of our ownership, intellectual property and any other rights in the Cheap Delete Marks and confidential information, and any other materials or information associated with any of the foregoing. We may revoke the rights granted to you pursuant to this section at any time by giving you written or electronic notice. You shall not obtain any rights in or to the Cheap Delete marks. The rights granted to you pursuant to this section shall terminate upon the effective date of the expiration or termination of this agreement.

10. CHANGE OF TERMS. Cheap Delete reserves the right to change any conditions of this agreement at any time. It is the marketing affiliates sole responsibility to check the Cheap Delete website regularly for any changes or updates that may occur; marketing affiliates are responsible for complying with any changes to the agreement within 10 calendar days from the date of the change. Failure of the affiliate to terminate the agreement within those 10 calendar days will constitute acceptance of the changes to this agreement.

11. TERM OF THE AGREEMENT. The term of this agreement will begin upon our acceptance of your application and will end when terminated by either party. Either you or Cheap Delete may terminate this agreement at any time and for any reason, with or without cause, by giving the other party written or electronic notice of termination. You are only eligible to earn commissions occurring during the term of this agreement, and fees earned through the date of termination will remain payable only if the related transactions are not canceled or returned per section (5). We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon termination of this agreement, (i) all licenses hereunder shall terminate, (ii) you shall immediately remove any links, icons, banners or other marks or intellectual property of Cheap Delete from your site and (iii) section 13, 15 and 17 and this section will survive such termination.

12. RELATIONSHIP OF PARTIES. You, and Cheap Delete are independent contractors. You are providing Marketing services. Nothing in this agreement will create any partnership, joint venture, agency, franchise, sales employee, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement whether on your site or otherwise, that would reasonably contradict anything in this section.

13. LIMITATION OF LIABILITY. Cheap Delete will not be liable to you or any other person or entity for any special, indirect, consequential or exemplary damages (including, without limitation any loss of revenue, profits, or data) arising in connection with this agreement or the program, even if we or any of our representatives 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 fees and bonuses paid or payable to you under this agreement. All claims made hereunder by you

against us shall be made within ninety (90) days of the act or omission, which forms the basis of such claims.

14. **DISCLAIMERS.** We make no express or implied warranties or representations with respect to the program or any services offered through the program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing or trade usage). Our web site or any other site sponsored by us in connection with this agreement will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors or termination of any services, products or this agreement.

15. **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 YOU 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 EXPLICITLY SET FORTH IN THIS AGREEMENT.

16. **MISCELLANEOUS.** This agreement will be governed by the laws of the United States and the state of Texas without reference to rules governing choice of laws. Any action relating to this agreement must be brought in the federal or state courts located in Dallas county, Texas – and you irrevocably consent to the jurisdiction of such courts. 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.

17. **Check by Mail.** All commissions will be paid Check by Mail at a surcharge of two dollars (\$2.00) per check and will be deducted from commissions' payable.

If the person entering into this agreement is acting on behalf of his or her company or organization, such person hereby represents to Cheap Delete that he or she has all requisite power and authority to enter into this agreement on behalf of such company or organization, that this agreement has been duly authorized by such company or organization and that this agreement will constitute a legal, valid, and binding obligation of such company or organization. Such person hereby agrees to indemnify and hold harmless Cheap Delete from any and all claims, damages and expense (including without limitation attorney's fees) arising from any breach of this section.

If any provision of this agreement shall be held or made invalid or unenforceable by a court decision, statute, rule or otherwise, the remaining provisions of this agreement shall not be affected hereby.

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 the benefit of, and be

enforceable against, the parties and their respective successors and assigns.

Under penalties of perjury, I certify that:

- (1) the number shown on this form is my correct taxpayer identification number or SSN
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

