

ADCOMPLETE.COM
WEBSITE AFFILIATE AGREEMENT
for

THIS AGREEMENT (the "Agreement") is made as of the [REDACTED] day of [REDACTED], 20[REDACTED], by and between AdComplete.com, LLC, a North Carolina limited liability company having a place of business at 4536 Grove Park Drive, Tallahassee, FL 32311 (the "Company"), and

[REDACTED] a [REDACTED]
having a place of business at [REDACTED]
[REDACTED] (the "Affiliate," and collectively, the "Parties").

WHEREAS Affiliate wishes to include certain materials promoting Company, and to include a link to Company's website within those materials on Affiliate's website;

NOW THEREFORE, in consideration of the mutual promises, covenant, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. **Promotional Materials.** Company shall make available to Affiliate certain banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the Affiliate website (the "Promotional Materials"). Affiliate shall display the Promotional Materials on Affiliate's website prominently and as Affiliate sees fit, provided that the manner of display shall be subject to the terms and conditions of this agreement. Affiliate shall also include a link from the Promotional Materials to Company's website, as specified by Company.
2. **Use of Promotional Materials.** The Affiliate's use and display of Promotional Materials on the Affiliate's site shall conform to the following terms, conditions and specifications:
 - A) Affiliate may only use the Promotional Materials for the purpose of promoting Company's website (and the products and services available thereon), and for linking to Company's website.
 - B) The Promotional Materials will be used to link only to Company's website, to the specific page and address as specified by the Company. Orders must be processed via Company's online store.
 - C) Links to the Company's website may change from time to time and it is the Affiliate's responsibility to update those links as necessary.
3. **License.** Company hereby grants to Affiliate a nonexclusive, nontransferable license (the "License") to use the Promotional Materials as specified under the terms and conditions of the Agreement. The Terms of the License shall expire upon the expiration or termination of this Agreement.
4. **Intellectual Property.** Company retains all right, ownership, and interest in Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials. Nothing in this Agreement shall be construed to grant Affiliate any rights, ownership

or interest in the Promotional Materials, or in the underlying intellectual property, other than the rights to use the Promotional Materials granted under the License, as set forth in Section 3.

5. Relationship of Parties. This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between Company and Affiliate. Affiliate shall provide services for Company as an independent contractor. Affiliate shall have no authority to bind Company into any agreement, nor shall Affiliate be considered to be an agent of Company in any respect.
6. Commissions.
 - A) In exchange for Affiliate's display of the Promotional Materials, and for Affiliate's compliance with and performance of the terms and conditions of this Agreement, Company shall pay to Affiliate a commission (the "Commission") in the amount of 4% of the total completed order(s), excluding any applicable sales taxes, charged to a user that accesses Company's website through a link on Affiliate's website.
 - B) Company has the right to change the amount of the Commission at any time without prior notice to Affiliate.
 - C) Company shall keep accurate and up-to-date records of the data used to determine the total amount of Commissions owed to Affiliate. Affiliate shall be given reasonable access to these records upon request. Any discrepancy between the amount of Commissions owed according to these records, and the actual amount of Commissions paid to Affiliate in any period or periods shall be rectified by Company within 14 days of discovering such discrepancy.
 - D) Company shall pay all Commissions accrued and payable to Affiliate on request of Affiliate within 7 business days, not to exceed one request per calendar month, when the accrued amount (the 'balance') is greater than \$50 (the "Commission Payment Date").
 - E) In the event that the Affiliate materially breaches this Agreement and Company terminates this Agreement within 30 days of such breach, then any accrued payable Commissions owing to Affiliate shall be forfeited, and Company shall not be obligated to pay such Commissions to Affiliate.
7. Affiliate's Representations and Warranties. Affiliate represents and warrants the following:
 - A) Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
 - B) Affiliate's website does not contain any materials that are:
 - i. Sexually explicit, obscene, or pornographic;
 - ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
 - iii. Graphically violent, including any violent video game images; or
 - iv. Solicitous of any unlawful behavior
 - C) Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Affiliate's website. Nothing on Affiliate's website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor does Affiliate have any reason to believe than any person or entity will bring or threaten such a claim in the future.

- D) Affiliate will not use the Promotional Materials in any manner except as set forth above.
 - E) Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.
 - F) Affiliate will not publish or otherwise distribute any advertising materials for Affiliate's website that reference Company or Company's website unless Company gives prior consent to the distribution of such materials. Affiliate will not use Company's name (or any name that is confusingly similar to Company's name) for any purpose on its website, in its promotional materials, or in any other context except to promote Company's website as specified in this Agreement. Affiliate will not register any domain name that incorporates Company's name, or that is confusing similar to Company's name.
 - G) Affiliate will not engage in the distribution of any unsolicited commercial emails (spam) in any way mentioning or referencing Company, Company's website or Company's Promotional Materials.
8. Indemnification. Affiliate shall indemnify Company and hold harmless Company from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of Affiliate's warranties set forth in Section 7 above. Affiliate shall also indemnify and hold harmless Company for any damage, loss or other cost arising out of the use or misuse by Affiliate of the Promotional Materials.
9. Confidentiality. Any information that Affiliate is exposed to by virtue of its relationship with Company under this agreement, which information is not available to the general public, shall be considered to be "Confidential Company Information." Affiliate may not disclose any Confidential Company Information to any person or entity, except where compelled by law, unless Affiliate obtains prior written consent for such disclosure from Company.
10. Term.
- A) This agreement shall take effect on [REDACTED], 20[REDACTED], and shall remain in full force and effect indefinitely, or until terminated pursuant to this Section 10.
 - B) Either Party shall have the right to terminate this Agreement at any time and for any cause. The terminating Party must give written notice to the other Party at least 3 business days prior to the intended date of termination.
11. Taxes. Company shall not be responsible for any taxes owed by Affiliate arising out of Affiliate's relationship with Company as set forth in this Agreement. Company shall not withhold any taxes from the Commissions paid to Affiliate.
12. Limitation of Liability. Company shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.
13. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Florida, without regard to conflicts of law principles.
14. Counterparts. This agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

15. Severability. If any parts or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

16. Notice. Any notice required or otherwise give pursuant to this Agreement shall be in writing and delivered via email with copy via US mail, to addresses as follows:

If to Company: sales@adcomplete.com; 4536 Grove Park Drive, Tallahassee, FL 32311

If to Affiliate: **affiliate email address ;** _____

17. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement between Company and Affiliate, and supersedes any prior understanding or representation of any kind preceding the date of the Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended upon mutual agreement of the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

COMPANY

AFFILIATE

Authorized Signature

Authorized Signature

Print Name

Print Name

LLC Member

Title

Title