

Affiliate Program Agreement

This Affiliate Program Agreement ("Agreement") is entered into by and between NetCuro LLC ("we" or "NetCuro") and an affiliate ("you" or "Affiliate") participating in NetCuro's Affiliate Program ("Program") to refer Customers for NetCuro's various Services. By participating in the Program, the Affiliate agrees to use the Program in the manner specified in, and is bound by, this Agreement. If you are not authorized to enter into this Agreement or you are not 18 or older or you do not agree to the terms and conditions of this Agreement and subsequent policies and Campaign rules in their entirety, you are not authorized to register as an Affiliate or participate in the Program in any manner. NetCuro reserves the right to approve or reject any Affiliate for the Program in its sole discretion. You will have no legal recourse if rejected or terminated.

TERMS AND CONDITIONS. Following the rules and guidelines of the Campaign and the terms and conditions of this Agreement, the Affiliate is granted a non-exclusive, non-transferable, and non-assignable right to promote and market the Services to prospective Customers. The Affiliate may refer any new Customer to purchase NetCuro Services and bears all the costs including promoting, advertising and marketing development. Only one Program account is allowed per Affiliate and the Affiliate is responsible for how NetCuro is promoted under that account. NetCuro's Affiliate Program or any Campaign may change terms and conditions or be terminated at any time with reasonable notice. Self-referrals are forbidden and will not receive a Commission. This means you cannot refer yourself, your immediate family, or the company you work for.

The Affiliate is due a Commission only as defined in a Campaign, typically as a simple percentage of a referred Customer gross sale before any transaction fees or other costs. Payouts to the Affiliate are made based on the stated terms and tracking method of the Campaign and require correct Affiliate contact information. Affiliate sales are registered using actual completed sales by newly referred Customers on NetCuro's checkout platform software and NetCuro's affiliate marketing tracking software. NetCuro is not obligated to pay Commissions if said software does not register the sales made or if the Customer is already in NetCuro's systems as an active Customer. Affiliates may use their own tracking software or analytics to analyze the sales made through their affiliate links, however, NetCuro's software is the only source used to determine if an Affiliate should get paid a Commission. Affiliates lose the right to Commissions and may be required to return a payout if Services are refunded or charged back, or if the Customer does not accept NetCuro's Master Services Agreement (MSA) of terms & conditions. The Affiliate is responsible for reporting, and paying any applicable taxes for, Commission income.

Some actions of Affiliates are prohibited. An Affiliate may be immediately terminated for cause and banned from the Program at any time, at NetCuro's discretion, and lose rights to Commissions. Examples of prohibited promotion tactics include but are not limited to spamming email or comments on social media, engaging in false advertising or misleading information about NetCuro Services, using deceptive tactics, using cookie stuffing, offering any unauthorized incentives, promoting illegal activities, insinuating endorsement or sponsorship, or posting anything NetCuro deems as being inappropriate, offensive, harmful or controversial content. Affiliates are also prohibited from ever making any statements that may disparage or hurt the NetCuro brand in any way and agree to be liable for damages if they do.

Be mindful of the brand. The NetCuro name and logo is a registered mark. All NetCuro website content, provided assets and Services descriptions are the copyrighted intellectual property of NetCuro and licensed on a limited basis under this Program only for promoting NetCuro. Use and coloration of NetCuro brand assets such as the logo should be as depicted on the NetCuro website and not significantly altered, distorted or discolored. Any created content, posts or other use of the NetCuro brand becomes co-owned material between NetCuro and the Affiliate. NetCuro reserves the right to review the activities where the Affiliate promotes or links to NetCuro and may require the Affiliate to make changes or corrections.

Do not break the law. When promoting NetCuro, Affiliates are responsible for research and compliance with marketing and advertising laws or regulations in applicable jurisdictions, including influencer marketing, anti-spam and consumer protection laws including in the US and Europe. These laws may set certain rules that are also applicable to Affiliate links. In some cases, Affiliates must disclose to their audiences that they earn a Commission for promoting NetCuro as an Affiliate, and there are rules on how they must do so. Whether or not the Affiliate is aware they are breaking the law, the Affiliate agrees to pay any fines and compensate NetCuro for the violations.

DISCLAIMER OF WARRANTY. NetCuro provides no warranty or representation regarding the Program, its availability, or the accuracy and completeness of the tracking and reporting systems. The Program is provided on an "as is" basis. In no event shall NetCuro be liable for any indirect, consequential, or special damages arising out of or in connection with the Program, including but not limited to lost profits or loss of business opportunities. The Affiliate agrees to defend and hold NetCuro harmless from liabilities created by the Affiliate's promotion of NetCuro including indemnities and exclusions of liability for claims from Customers and others because of incorrect information the Affiliate provided about NetCuro's brand or Services.

Services are provided on an "AS IS" and "AS AVAILABLE" basis. To the maximum extent permitted by applicable law, this warranty and the remedies herein are exclusive and in lieu of all other warranties and remedies, whether oral, express, implied or statutory including without limitation, warranties of fitness for a particular purpose, merchantability, warranties for latent or hidden defects. NetCuro does not warrant that the Services will meet Customer requirements, or that the operation of the Services will be uninterrupted or error-free, or that defects in the Services will be corrected. Furthermore, NetCuro does not warrant or make any representations regarding the use or the results of the use of the Services provided in respect of its correctness, accuracy, reliability, or otherwise. If this exclusion is not permitted by law, NetCuro

limits any express, statutory or implied warranties as to duration to the extent of this Agreement and the remedy as determined by NetCuro in its sole discretion.

LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event will NetCuro or agents of NetCuro be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Services, the provision of or failure to provide Services, or otherwise under or in connection with any provision of this Agreement, under any theory of law or fault of NetCuro or any agent of NetCuro, and even if NetCuro or any agent of NetCuro has been advised of the possibility of such damages. This limitation will not apply to death or personal injury claims. NetCuro excludes any liability for failure to repair any Services. Notwithstanding the foregoing, the maximum cumulative liability that NetCuro may incur hereunder, whether arising by statute, contract, tort or otherwise, will be limited to the actual Commissions earned by the Affiliate under the Program which form the basis of the claim during the twelve (12) month period prior to the date when the applicable claim arose.

INDEMNIFICATION. Affiliate will indemnify, defend, and hold harmless NetCuro and its employees, officers, directors, representatives and agents from and against any and all claims, damages, fines, penalties, assessments, liabilities, losses, costs and expenses (including attorneys' fees, expert fees and out-of-pocket expenses) in connection with (i) Affiliate's use of the Program, (ii) Affiliate's violation of this Agreement, (iii) Affiliate's violation of any third-party rights, including any intellectual property rights such as copyright or trademark, (iv) Affiliate's misuse or fraudulent use of credit and debit cards, (v) any claims that Affiliate's use of the Program or any party thereof were in violation of applicable laws, rules and regulations, or (vi) any claim of misuse of the Program, including but not limited to intentional misconduct, gross negligence, any claim that Affiliate is storing illegal files or personal contact information in any storage.

ENTIRE AGREEMENT. This Agreement, including any Campaign terms, contains the entire agreement of the parties regarding the subject matter of this Agreement, benefits and is binding upon the parties, their successors and assigns while superseding all other promises or conditions in any other agreement whether oral or written and cannot be amended, nor its provisions waived, except in writing and signed by the parties.

TERMINATION. Either party may terminate this Agreement at any time without cause with fifteen (15) days' written notice to the other party. Unless terminated as provided herein, this Agreement shall continue in force indefinitely and shall not be terminated by the merger or consolidation of either party into or with any other entity. Upon Agreement termination without cause, NetCuro shall pay within thirty (30) days any owed Commissions. No further Commissions will be earned after termination.

NOTICES. Any notices to be given hereunder by either party to the other may be effected either by personal or electronic delivery or by registered or certified mail to the other party's registered business address. Notices delivered personally or electronically shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

SEVERABILITY. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision must be deemed to be written, construed, and enforced as so limited while the remaining provisions must continue to be valid and enforceable. The failure or delay of a party to require performance by another party of any provision of this Agreement must in no way affect the full right to require such performance at any time thereafter.

INJUNCTION. It is agreed that if either party violates the terms of this Agreement irreparable harm will occur, and monetary damages may be insufficient to compensate the other party. Therefore, parties will be entitled to seek injunctive relief (i.e., a court order that requires a party to comply with this Agreement) to enforce the terms of this Agreement in addition to any other legal or equitable remedies that may be available. The prevailing party in any court action will have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

APPLICABLE LAW. This Agreement is governed by the laws of the State of Pennsylvania without regard to its conflict of laws principles. Each party agrees to comply fully with all laws and regulations, including but not limited to relevant export laws and regulations of the United States and any other applicable jurisdiction to assure that no sensitive information or restricted technology is exported, directly or indirectly, in violation of such laws. If either party violates such laws, they agree to be solely responsible.