

Host Geek Affiliate Agreement

As used in this Agreement, "us" and "we" means Host Geek and "Customer", "you", or "your" means you. When placing an order on our website, by ticking the Terms and Conditions box, you acknowledge that you have read the Agreement, and you agree to its terms and conditions and all policies posted on the Host Geek web site. As referred to in this Agreement, "Site" refers to a World Wide Web site and "Host Geek Site" refers to the Site located at the URL <http://www.hostgeek.com.au>, or any other successor Sites owned or maintained by Host Geek.

All affiliates of Host Geek must abide by all the terms set forth in this document and all other policies. Violation of any of these terms can result in the immediate termination of an affiliate account. Terminated accounts will NOT be paid any pending affiliate commissions.



1. The Affiliate Process

When you sign up as an affiliate, Host Geek will provide you with a unique affiliate link. When you promote (send traffic to Host Geek) using these affiliate links, a sale (conversion) will result in a sale commission for you.

When you send visitors to Host Geek, we create an affiliate cookie which is sent to the visitor's browser. The browser then creates a cookie file that contains your affiliate id.

As this visitor has now been "cookied", if he/she goes on to make a purchase Host Geek will read the cookie on his machine and attribute the sale to you.

The visitor does not have to purchase immediately. As long as the purchase is made before the cookie's expiry date (30 days) you will receive the credit.

2. Intent of our Affiliate Program

Host Geek's Affiliate Program allows organisations and individuals to collect a commission for referring qualified clients to our site for web hosting and associated products/services. Referrals

should be provided by linking to Host Geek via your website. These links can be either in the form of text banners or graphical banners provided by Host Geek. The intent of our affiliate program is to pay affiliates for referrals of 'new customers' only.

3. Definitions

A 'new customer' is a customer that has not done business with Host Geek in the past.

A 'referral' is an account that signed up with Host Geek, that has landed at our website through your affiliate link and during the sign up process by means of stored cookies has your affiliate ID stored and registered with their account sign up.

A valid 'affiliate ID' is a code assigned to an 'active' affiliate, which can be used in hyperlinks on the referrer's site.

4. Enrollment in the Affiliate Program

Host Geek customers may apply for inclusion in the affiliate program using the Host Geek client portal. Applicants may be reviewed and either approved or denied by us.

Affiliates must have an account with Host Geek that has been active for a minimum of 31 days and their account must not be in arrears.

Host Geek reserves the right to refuse participation in this program to anyone for any reason. Host Geek is not obligated to provide a reason for refusal or termination to the program.

Affiliates agree to the terms of this agreement and any other Terms and Conditions issued by Host Geek.

An affiliate can be removed from our system at any time by Host Geek without notice if the affiliate does not meet the terms set within this agreement or if the affiliate is deemed unsuitable to represent Host Geek.

An affiliate can be removed from the affiliate program if their account does not remain in good standing.

5. Referring Customers

You may refer customers using graphics provided by Host Geek or by using text links. Links will contain a query string value with your affiliate ID. Host Geek will use cookies with your affiliate ID on the customer's computer. When the customer signs up, we will try to retrieve the cookie to ensure that affiliates get credit for their referrals.

6. Compensation for signups

Host Geek will pay affiliates for referrals of qualified new customers as follows:

- The customer must be a 'new customer'.
- The affiliate's & customer's accounts must remain in good standing.
- The customer must sign up using the affiliate's affiliate ID.
- The affiliate is responsible for making sure the new customer is associated with their affiliate account.
- We are unable to control if visitors delete their cookies.
- New customer's accounts must remain active for a minimum of 32 days to be considered for affiliate payment.
- Any irregularities in account openings, account closings, or account usage may be cause for termination of an affiliate, and/or an extension in the holding period, and/or non-payment of referral fees.
- Host Geek will review referred accounts each month to approve or deny for payment, and make payments for approved new customer referrals.

7. Payment Rates

- 25% commission for the first payment a referred signup makes on qualifying products / services.

Host Geek will NOT pay for the referrals if:

- The affiliate's ID was not associated with the new account at sign up.
- The account is not for a 'new customer'.
- The affiliate's account or the new account violates any of Host Geek policies.
- The new account is fraudulent / fake and/or created for the purpose of collecting from the affiliate program.
- The referrer is referring accounts exhibiting abnormal or suspicious properties indicating misuse of our affiliate program.
- The domain is not active on the internet, or the domain is not pointed to Host Geek name servers.
- The site does not contain substantial, real, and valid content as determined by Host Geek.
- The site does not have web traffic indicating a true web site.
- The account closes before it's approved for affiliate payment.
- The account closes within 6 months of opening, in this case payments for future accounts may be withheld or an invoice issued to you.
- The account owner or representative indicates intention to use Host Geek only temporarily.
- At the determination of Host Geek management, any affiliate account that is deemed to be suspicious will be closed and no payments made to the affiliate.

Host Geek will only pay for legitimate new customers. Any affiliate suspected of setting up accounts or colluding with others to setup illegitimate accounts will be terminated from the affiliate program and all payments will be stopped.

Any affiliate who exhibits a pattern of referring customers that are not meeting normal profitability standards will be terminated even if the affiliate did not intend to abuse the program.

Host Geek is NOT obligated to prove the abuse, nor are we obligated to pay the affiliate under such circumstances.

You agree that Host Geek may refuse payment for any referrals.

8. Qualified Products / Services

All products and services are included in the Host Geek affiliate program except:

- Website Design services
- Any other services billed on an hourly basis

9. Form of Payments

Payments will be made by PayPal or a credit to your account. All amounts are in Australian dollars. The minimum withdrawal amount is \$50. Payment processing can take up to 14 days.

Host Geek may change or add new payment methods at any time without notice.

10. Maintaining your payment information

Affiliates may update their PayPal payment email address within our client portal. The affiliate is responsible for making sure the information is correct before payment is sent. If the information is not correct, you agree that Host Geek is not responsible issuing another payment for any amounts sent to wrong person or the wrong location.

11. Disputed Transactions

You agree to forward all disputed transactions to admin@hostgeek.com.au for an initial appraisal. You must include all relevant details defining your dispute and reasoning. Disputes must be lodged within 7 days of the issue arising and we will resolve within 30 days. You agree Host Geek will make all final decisions in regards to disputes regarding the validity of a referral for payment.

12. Account cancellation

The affiliate may request in writing to have the account cancelled by opening a Support Ticket from the client portal.

The affiliate account may be terminated by Host Geek at any time without notice. If your account is linked to a web hosting account that is terminated for any reason, then the affiliate account can be terminated at the same time. Only matured commissions are paid at the time the account is closed. All non-matured commissions are forfeited.

If we choose to close your account due to a breach we will notify you in writing via email.

13. Program Changes

The Affiliate Program may be altered by Host Geek at any time, as deemed necessary by us. Changes will be effective immediately once updated on the Host Geek website.

14. Advertising and Representations

It is the responsibility of the affiliate to promote Host Geek in an honest way. Any affiliates who make false claims as to the type of service we offer, or make any warranties or misrepresentations to prospective customers will be terminated from the program without question.

We review the websites of our affiliates to ensure they abide by our Terms and Conditions of our website and that they meet a certain quality standard. If we have an issue with your website, we will ask you to rectify the issue. You have 24 hours to rectify the breach otherwise we will cancel your contract. We will also seek a takedown notice if you are in breach of our Terms and Conditions.

15. Spam & Email

You may not send emails to advertise Host Geek. Advertising or promoting Host Geek via email is strictly prohibited and is cause for immediate termination from the affiliate program.

16. Indemnification

You agree to indemnify and hold Host Geek, its parent, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the services provided by them.