

Host Geek Sales Affiliate Agreement

As used in this Agreement, "us" and "we" means Host Geek and "Customer", "you", or "your" means <u>you</u>. 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 <u>https://www.hostgeek.com.sg</u>, 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. Intent of our Affiliate Program

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

2. Referring Customers

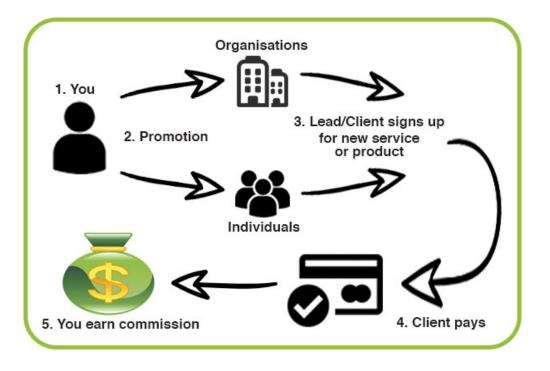
When you signup as an affiliate, Host Geek will provide you with an affiliate ID.

A valid 'affiliate ID' is a code assigned to an 'active' affiliate, it is a unique code that records any sales that are made as a direct result of your referrals.

A 'referral' is an account that signed up with Host Geek and placed a sales order using a valid affiliate ID.

Ways to record referrals against your Affiliate ID code

1. Your Affiliate ID code is used at the time of placing a sales order. Notated in the comments sections of the sales order.





2. Using graphics or text links provided by Host Geek on your website.



These links will contain a query string value with your affiliate ID. 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.

3. Should your affiliate ID not be recorded at the time of placing the sales order, you may contact Host Geek and inform them of the details of a referral. Once our staff can verify this information as a valid sales order, our staff will record your Affiliate ID against the sales order. Note you must contact Host Geek within 30 days of the sales order being placed.

3. Enrolment in the Affiliate Program

You 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 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.



4. Compensation for Signups

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

- The affiliate's & customer's accounts must remain in good standing.
- 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.
- The affiliate will write a minimum of \$500 in annualised revenue per month, averaged over 3 months, for continued eligibility in the affiliate program. Failure to meet this minimum may result in termination of your affiliate account.
- The affiliate will be given the first 3 months as a grace period, whereby no minimum affiliate revenue is required.

5. Payment Rates

- 25% recurring commission on Shared/Reseller/Basic Email and Stream Hosting Services
- 15% recurring commission on VPS and specialised hosting services
- 10% recurring commission on Hosted Exchange/SSL/Online Marketing services.

Host Geek will NOT pay for the referrals if:

- The affiliate's ID was not associated with the order within 30 days of the order being placed.
- 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 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.



6. 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

7. Form of Payments

Payments will be made by PayPal or a credit to your account. All amounts are in Singapore dollars on or around the 10th of each month.

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

8. 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.

9. Disputed Transactions

You agree to forward all disputed transactions to <u>admin@hostgeek.com.sg</u> 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.

10. 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.

11. 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. It is up to the customer to check upon these whenever necessary. We will send out a notification should there be of changes of a material nature to the Affiliate Program. A current version is always available via our website <u>https://www.hostgeek.com.sg/terms</u>

If you have any questions about this privacy policy, please email <u>support@hostgeek.com.sg</u>, call +65 3158 7433, or raise a ticket on the Host Geek website.



12. 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 out 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.

13. Spam and 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.

14. 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.