

Terms & Conditions

PuppyCash Affiliate Program

1. ACCEPTANCE OF TERMS: By participating in the **PuppyCash** Affiliate Program (Program), you agree to the following Terms and Conditions in their entirety. These terms do not invalidate any other prior written Agreement that you may have with **Badpuppy Enterprises, Inc.** regarding this or any other revenue sharing program. Should there be a contradiction between these terms and those of the written Agreement, the written Agreement shall have precedence.

2. YOUR OBLIGATIONS:

a) It is your sole responsibility to promote and publicize the Program's site(s). You agree to use all advertising and promotion means at your disposal to generate the maximum possible number of visitors and sales/sign ups per month on the Program's site(s) including, but not limited to, advertising the Program's site(s) in your site's banners, newsletters, mailings, emailings, print ads and other such promotional media.

b) You also must comply with all local laws within your state and country. For U.S. residents this includes "18 U.S.C. 2257 Record-Keeping Requirements Compliance" policies.

3. LINKS: You may send as much traffic as you want to the Program's site(s) using as many sites and web pages as you wish and posting as many links as you desire. You may use **PuppyCash's** banners or banners of your own design (subject to **PuppyCash's** prior approval) and you may use text links as long as they are a proper description of the Program's site(s). You may also register your link(s) with search engines or lists, and use pop-ups or consoles. In short, you may use whatever methods at your disposal to send traffic from your website(s) to the Program's site(s), provided you comply with all other terms and conditions herein and do not infringe any laws regarding content or copyright.

4. SPAMMING IS PROHIBITED: You agree to abide by all current State and U.S. Federal laws and regulations regarding spamming. The following practices are prohibited without exception:

a) The marketing of **PuppyCash**, its sites or Programs by the transmission of unsolicited bulk email. Bulk emailing must be pursuant to a prior business relationship with the e-mail recipients, including, but limited to, having obtained their email addresses through a verifiable opt-in procedure.

b) The marketing of **PuppyCash**, its sites or Programs by the transmission of email that uses or contains invalid forged headers, invalid or nonexistent domain names or other means of deceptive addressing (counterfeit email).

c) The marketing of **PuppyCash**, its sites or Programs by the transmission of email that is relayed from any third party's mail servers without the permission of that third party, or which employs similar techniques to hide or obscure the source of the email.

d) The harvesting or collection of screen names from any ISP service (for example, AOL) for the purpose of sending unsolicited email.

e) Posting newsgroup links, IRC & chat room messages, and any other practice that could damage **PuppyCash's** reputation, or expose the Program's site(s) to legal liability. Failure to comply with these rules will result in the immediate termination of your account and forfeiture of any funds owed to you. Failure to comply may also result in civil and criminal penalties against the sender under applicable federal and/or state law.

5. UNACCEPTABLE CONTENT: Links to your site or the Program's site(s) from and to any site that contains or promotes illegal content in whichever form, such as child pornography, depictions of bestiality or rape, copyrighted material, pirated software (warez), passwords, or rights of any third party (including, but not limited to, trademarks, privacy, or other proprietary or personal rights), are strictly prohibited. **PuppyCash** reserves the right to demand the removal of any graphics, images or descriptive text related to the Program's site(s) which, in **PuppyCash's** sole discretion, may expose **PuppyCash** to legal liability, may damage **PuppyCash's** reputation.

6. AFFILIATE CODE: You will receive an Affiliate Code and instructions on how to format links to the Program's site(s). You will only get credit for sales that can be automatically tracked through links/URLs as **PuppyCash** supplies them to you. You will not receive credit if customers order by phone.

7. EXCLUSIONS: You must restrict access to the Program's site(s) and/or links to the Program's site(s) from (a) jurisdictions where adult material is illegal, and (b) minors.

8. LEGAL AGE: You must be at least 18 years of age, and must have reached the age of majority in your local jurisdiction to participate in the Program.

9. COMMISSION: You are paid 25% to 45% of net revenue generated from a new sign-up, with custom commissions for high traffic Accounts. All payments are net of applicable credit card fees, charge backs and returns. If a service is returned due to fraud or charged-back by a customer after your commission payment is issued, the corresponding commission will be deducted from the next monthly payment. If there is no subsequent payment, you agree to reimburse the commission upon receipt of an invoice. **PuppyCash** is not responsible for loss of commission due to technical issues or any other issues that may arise.

10. PAYMENT SCHEDULE: All funds are paid in United States Dollars (USD). All commissions are summed up at 12:00 Midnight on the last day of the month.

Checks will be sent out on the 15th day of the following month. NOTE: Payments are only made when the combined amount due is \$25.00 USD or more for US and Canada Affiliates and \$200.00 USD or more for Affiliates in all other countries. When less than the minimum payable amount has accrued in a single month, the amount owed is carried forward until the combined amount due is at least the minimum payable amount as described above.

11. PRIVACY: Individuals who use the Program's site(s) and/or any services related to the Program that is provided by **PuppyCash**, will be deemed customers of **PuppyCash**. **PuppyCash** will be the sole owner of all customer information including credit card data, name, address, email address, telephone, etc.

12. LIABILITY: **PuppyCash** shall not be held liable for any loss of income or loss of profit arising from downtimes due to problems with your hosting equipment, or technical errors. Nor shall **PuppyCash** be held liable for any loss of income or loss of profit arising from any downtimes of its network, whether **PuppyCash** is at fault or a third party is at fault. You agree to participate in the Program at your own risk and not to hold **PuppyCash** or its directors and owners liable for any damage or loss caused by participation in the Program.

13. REMEDY: If you are not satisfied with the Program or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to terminate your account and discontinue sending traffic to the Program's site(s).

14. MISREPRESENTATION AND FRAUD: You may not use the Program for any other purpose than its promotional design. Any misrepresentation of the Program will be cause for termination of your account. You may not say that you are a partner or owner of **PuppyCash** for legal and tax reasons, or for any other purpose. Any tampering, misuse or fraud will immediately result in termination, forfeiture of all commissions owing, and prosecution.

15. COPYRIGHT: **PuppyCash** retains ownership of and all rights to its names, logos, trademarks, service marks, systems, software, lists, databases, reports and any information created, developed or purchased by **PuppyCash**. The Program's site(s) and all pages within the Program's site(s) are the property of **PuppyCash**. However any names, logos, trademarks, and service marks that you own, will remain under your ownership.

16. PROMOTION: You agree that **PuppyCash** may use your website information for promotional purposes.

17. SUBJECT TO CHANGE: These rules and regulations are subject to change at any time and **PuppyCash** reserves the right to change the Terms and Conditions including the payout rate without notice.

18. CONTACT INFORMATION: You are responsible for maintaining current contact and payee information and must inform **PuppyCash** of any changes within 24 hours. All incomplete information will be deleted from **PuppyCash's** files and if you provide **PuppyCash** with an incorrect email address your account will be terminated.

19. OWNERSHIP: The **PuppyCash** Affiliate Program is owned and operated by Badpuppy Enterprises, Inc., a Florida, USA corporation. Except as noted, no content can be reproduced, copied, modified, framed, sold, removed, distributed, downloaded, republished, posted, displayed, transmitted, or in any other way exploited, in any form, including, but not limited to, mechanical, electronic, photocopying, recording or in any other form, without express written consent by **PuppyCash** other than promotional content provided inside the Webmaster Lounge.

20. INDEPENDENT CONTRACTORS: You and **PuppyCash** are independent contractors. Nothing in this agreement shall make either party a partner, joint venturer, representative or any of the other and neither party shall so hold itself out by advertising or otherwise.

21. FAILURE TO COMPLY: Any failure to comply with any of the Program's rules and regulations will result in the immediate termination of your account and forfeiture of any funds owed to you. **PuppyCash** will undertake any legal action required to recover funds previously paid and compensation for damages incurred if any.

22. WARRANTIES AND REPRESENTATION: You warrant and represent that:

- a) You are legally authorized and with full power, able to enter into this agreement.
- b) You accept this agreement in its entirety.
- c) You are at least 18 years of age and must have reached the age of majority in your local jurisdiction.
- d) Minors will not be given access to the Program's site(s).

23. INDEMNIFICATION: You agree to indemnify, defend and hold harmless **PuppyCash** and its parent subsidiaries, affiliates, successors, as well as its officers, directors and employees from any and all losses, liabilities, damages, actions, claims, expenses and costs (including attorneys' fees) relating to the violation of this agreement or the participation in the Program.

24. TAX INFORMATION: All U.S. citizens must supply a Tax Form that includes a Social Security Number or Federal Tax ID before receiving any commission payments. For all combined yearly commissions of \$600.00 or more, **PuppyCash** will register a 1099. Anyone providing false information will (a) forfeit

all commission payments and (b) have all accounts terminated. You must keep all your contact information accurate and up-to-date.

25. CORRESPONDENCE: As an affiliate of **PuppyCash** you agree to receive any correspondence regarding the Program.

26. SEVERABILITY: Any provision of this agreement that is illegal, invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and the remainder of this agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

27. TERMINATION: **PuppyCash** reserves the right to cancel your account for inactivity or any other reason at **PuppyCash's** sole discretion.

28. WAIVER: No breach of any of the provisions hereof may be waived except by written notice. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any other breach of the same or other provision. No failure to exercise any right or privilege shall be deemed a waiver of **PuppyCash's** right to exercise a similar or other right or privilege subsequently.