

## **REFERRAL PROGRAM AGREEMENT**

The Web.com Referral Program allows you to earn awards for referring friends to Web.com.

In addition to the terms set forth in the Web.com [Master Service Agreement](#), the following additional terms and conditions shall apply to this Referral Program. The Master Service Agreement, these Referral Program terms and conditions, along with all applicable agreements, policies, addenda, terms, conditions and other related notices are collectively referred to herein as the "Agreement." To participate in the Referral Program, you must agree to these terms, which become part of the Agreement. Capitalized terms that are not defined here will have the same meaning given to them in the Master Service Agreement.

You are referred to as "Referral Partner" for the purposes of this Agreement.

### **1. Referral Program**

1.1. A "Referral" occurs when Web.com accepts a contract to provide certain services (the "Referred Services") to a customer (each, a "Referred Customer") as a direct result of a Referral from a Referral Partner, and Referred Customer agrees to pay a monthly recurring fee for the Referred Services covered by the contract. Payments of referral fees (the "Referral Award") to Referral Partner will be tallied and processed at the end of each month and paid within 45 days after the end of the applicable month. Notwithstanding the foregoing, a Referred Customer shall not include any customer who has been in contact with a Web.com representative at any time during the 12 months prior to the date of the Referral. Web.com, in its sole and absolute discretion, determines whether and when a Referral has occurred.

1.2. The Effective Date of this Agreement is the date on which the Referral Partner submits the applicable form or otherwise provides a Referral. This Agreement shall then continue in effect until terminated as provided herein ("Term").

1.3. The Referred Services that are subject to this Referral Program are limited to the following products and services: Leads by Web; Custom Website; PPC Campaign; SEO by Web.com; Facebook Offers; and Lead Advantage. Web.com may amend the products and services that are eligible as Referred Services at its sole and absolute discretion with or without notice to you.

1.4. Referral Partner will receive one (1) Referral Award for each Referral. The standard Referral Award has a value of \$150 but may vary in some cases based on whether the Referred Customer signed up as part of a special promotion or other circumstances. The Referral Award shall be limited to the initial

purchase of Referral Services made by the Referred Customer. Future additional purchases of Referred Services made by the Referred Customer shall not be eligible for additional Referral Awards. The Referral Award issued to the Referral Partner is limited to the following forms, the choice of which is subject to the sole and absolute discretion of Web.com: (1) a Visa® gift card; (2) a credit toward existing services for Referral Partners that are existing Web.com customers; or (3) a credit toward Web.com advertising services for Referral Partners that are existing Web.com customers.

1.5. Web.com will issue the Referral Award to the Referral Partner after the Referred Customer has paid the initial 6 months of the monthly recurring fee relating to the Referred Service that is the subject of the Referral. Web.com, however, may elect to issue the Referral Award to the Referral Partner prior to this 6-month time period subject to its sole and absolute discretion.

1.6. Referral Partner acknowledges and agrees that any Referral Awards earned under this Agreement are a direct result of Referral Partner's own efforts and that Web.com does not guarantee that Referral Partner will earn any Referral Awards under this Agreement.

1.7. Web.com may update these terms at any time with or without prior notice. If we modify these terms, we will post the modification on the Web.com website, which are effective upon posting. Continued participation in the Referral Program after any modification shall constitute consent to such modification.

## **2. Restrictions**

2.1. Referral Partner agrees and acknowledges that no consideration of any kind, other than the Referral Award as provided in this Agreement, is due from Web.com to Referral Partner as a result of Referral Partner making Referrals under this Agreement. Referral Partner shall not charge any Referred Customer any fees, costs or charges of any kind on behalf of Web.com nor accept any payment of any kind on behalf of Web.com. Nothing in this Agreement is intended to prohibit Referral Partner from providing services on Referral Partner's own behalf to any Referred Customer.

2.2. Nothing in this Agreement shall operate to create an employment relationship of any kind between Referral Partner and Web.com. If any court or agency construes this Agreement to have created an employment relationship between Referral Partner and Web.com, then this Agreement shall have no force and effect, and shall be null and void, beginning on the date on which such employment relationship is deemed to have taken effect. Referral Partner represents and warrants that Referral Partner is not currently an employee of Web.com and that if Referral Partner becomes an employee of

Web.com after the Effective Date, this Agreement shall immediately terminate without the need for any notice upon the date such employment begins.

2.3. Referral Partner represents and warrants that Referral Partner is not an agent of Web.com and has no authority to make any representations to any third party on behalf of Web.com, nor any right or authority to bind Web.com to any action or agreement whatsoever. Referral Partner represents, warrants and covenants that Referral Partner shall not make any misrepresentations, including by omission, regarding Web.com or the services that Web.com provides, in any manner whatsoever.

2.4. Referral Partner represents and warrants that Referral Partner is not a member of the immediate family of any Web.com employee within the Web.com Sales Department. For this purpose, "immediate family" includes parents, spouses, children, siblings, grandparents and grandchildren.

### **3. Termination**

Web.com may suspend or terminate the Referral Program or a person's ability to participate in the Referral Program at any time with or without any reason. Web.com reserves the right to suspend accounts and/or remove, retract or refuse Referral Awards if we notice any activity that we believe is abusive or fraudulent. Web.com reserves the right to review and investigate all Referral activities and to suspend accounts or modify referrals as deemed fair and appropriate in our sole and absolute discretion.

In addition, this Agreement will terminate immediately and automatically (i) upon any default by Referral Partner under this Agreement; or (ii) as set forth in Section 2.2 above. The following provisions shall survive the termination of this Agreement: Paragraphs 2, 4-10, and this sentence.

### **4. Non-Solicitation and Non-Competition**

Referral Partner acknowledges the character of the Web.com business and the substantial amount of time, money, and effort that Web.com has spent and will spend in building relationships with customers and recruiting competent employees and service providers. Referral Partner agrees that, during the Term and for a period of one year thereafter, Referral Partner will not (i) solicit, hire or engage, or actively assist any other person or entity which competes with Web.com in soliciting, hiring or engaging, any consultant, manager, executive, or any other person who is on the Effective Date or at any time during the Term employed or engaged by Web.com as an employee or service provider; and (ii) compete with Web.com, directly or indirectly, including as a consultant or an advisor, during the Term.

## **5. Assignment**

This Agreement is personal to Referral Partner and any assignment made by Referral Partner of any rights or obligations hereunder shall be null and void. Web.com shall have the unrestricted right to assign this Agreement, or any rights and obligations hereunder, with or without consent or notice to Referral Partner.

## **6. Call Recording And Monitoring**

For quality assurance, Web.com records and/or monitors calls between Referral Partner and Web.com agents, employees and/or its affiliates (the "Service Calls"). By this Agreement, Referral Partner consents to any and all recording and monitoring of Service Calls performed by Web.com or its agents, employees and/or its affiliates. Referral Partner acknowledges that it is responsible for notifying and obtaining consent to recording and monitoring from all of its agents (including employees and independent contractors) who may be recorded or monitored in a Service Call (the "Recorded Persons"). It is Referral Partner's sole responsibility to provide and/or obtain, and Referral Partner covenants that it will provide and/or obtain, all notices, consents, and permissions relating to Recorded Persons as may be required by applicable laws and regulations.

Updated: October 31, 2017