

## **Referral Program Terms and Conditions**

### **1. Referral Programs**

1. These Referral Program Terms and Conditions ("**Referral Program Terms and Conditions**") govern the respective rights and obligations of Web.com Group, Inc. its affiliates, successors and assigns ("**Company**") and the program participant (the "**Referrer**"). These Terms and Conditions apply to the Referrer's participation in the Company Affiliate Program and the Customer Referral Program ("Referral Programs") whereby Referrer will refer to Company potential customers ("**Prospects**") through Links featured on the Referrer's website, social media profile, or in subscription e-mail newsletters ("**Referrer Site**").
2. Company in its sole discretion may modify the Referral Program Terms and Conditions or the content, terms and conditions of the Referral Programs from time to time. Such modifications will be effective upon posting to Company's website. Should any additional or modified provisions of this Agreement be found to be unenforceable or unconscionable, it is the express intent of the parties that the Agreement on the date of Referrer's registration be binding on both Company and the Referrer.
3. Referrer acknowledges that Referrer has read and agrees to be bound by the following Referral Program Terms and Conditions.

### **2. Referrers**

0. Referrer shall receive a payment at the then-current payment rate as outlined in the Offer (the "Payment"). Following the end of an applicable billing cycle, Company will issue to Referrer the Payment, provided Referrer's balance exceeds any required minimum account balance as specified in the Referral Control Panel ("Minimum Balance"). All Payments shall be made in US Dollars, unless otherwise specified in the Referral Control Panel. The number or amount of Actions, as calculated by Company, shall be final and binding on Referrer.
1. Company may apply, a debit or charge to Referrer's Account in an amount equal to a Payment previously credited to Referrer's account in circumstances of: (i) product returns; (ii) duplicate entry or other error; (iii) non-bona fide Actions; (iv) non-receipt of payment from, or refund of payment for the Action; or (v) Referrer's failure to comply with the Referral Program Terms and Conditions or other agreement with Referrer ("Chargeback"). Chargebacks may be made by Company up to and including the 120th day following the end of the applicable billing cycle in which the Payment was earned except if such Chargebacks for non-bona fide Actions in circumstances of failure to comply with the Referral Program Terms and Conditions, in which case Chargebacks may be made by Company at any time ("Chargeback Period").
2. In the event Referrer's account has a negative balance, Referrer must immediately remit payment to Company in an amount sufficient to bring Referrer's Account to a zero balance, or Referrer's Account is subject to 1.5% interest per month, compounded monthly.
3. Referrer shall bear all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated or imposed on it as a result of the

existence or operation of the Payments, Rewards, or Referral Program Agreement, including any income, sales, or use tax on profits which may be levied against it.

4. Referrer must be in good standing to receive the Payment; no Payment will be applied to accounts that are past due or for accounts that are cancelled before the conditions for payment of the Payment are met. Upon cancellation of Referrer's account, any outstanding or previously accrued Payments will be forfeited.
  5. Payments will not be paid for accounts established through any channels other than as described herein.
3. **Referrer's Representations and Warranties.** Referrer hereby represents and warrants to Company, and agrees that during the Term of the Agreement Referrer will ensure that:
0. the information submitted by Referrer as part of the Referral Programs is true and correct in all material respects and Referrer will notify Company of any change in Referrer's mailing address, telephone, e-mail or other contact information;
    1. Referrer shall comply at all times with all local, state and federal laws, rules and regulations relating or applying to its performance pursuant to these Referral Program Terms and Conditions including without limitation, any laws, rules or regulations governing the collection and use of data, e-mail marketing and the use of contextual advertising;
    2. Referrer will not make any representations concerning the Services except those that have been approved or published by Company;
    3. Referrer will not distribute any documents or materials or post any information on the Referrer Site describing the Services except those that have been approved or published by Company;
    4. Referrer will not cause or enable any Prospects or other transactions to be made that are not in good faith, including but not limited to, by means of any device, program, robot, i-frames, hidden frames, JavaScript popup windows, redirects or clicking on Links that are not provided by Company pursuant to this Referrer Programs;
    5. Referrer will not place Links in newsgroups, message boards, unsolicited e-mail and other types of spam, banner networks, counters, chat rooms, guest books, IRC channels or through similar Internet resource (unless otherwise provided for within the Special Terms or Offer);
    6. Referrer will place Links such that it is unlikely that they will mislead Prospects and such that it is reasonably likely that such Links will deliver bona fide Prospects;
    7. Referrer will not establish or cause to be established any promotion that provides any rewards, points, or compensation for Prospects or that allows third parties to place Links on the third party's website or in its e-mails unless otherwise provided for in the Special Terms or the Offer;
    8. Referrer will not use this program to purchase plans for Referrer use or resale;

9. Referrer shall not authorize or permit any third party to directly or indirectly generate clicks, orders or other actions through any automated, deceptive, fraudulent or other invalid means, including without limitation through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests;
  10. neither Referrer nor any third party acting on Referrer's behalf including without limitation any of Referrers partners or affiliates shall modify or supplement such advertisements or the Links without Company's prior written approval;
  11. neither Referrer nor any third party acting on Referrer's behalf including without limitation any of Referrers partners or affiliates, shall violate the Company's Acceptable Use Policy located at <http://www.web.com/legal/acceptable-use-policy.aspx>; and
  12. neither Referrer nor any third party acting on Referrer's behalf including without limitation any of Referrers partners or affiliates, shall promote the Links in any way that includes or through any medium that constitutes pornographic or similarly adult-themed material, get rich quick programs, gambling, pyramid schemes, contains any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, unsolicited commercial e-mail messages, or any goods or services which involve deceptive marketing or commercial practices misleading, libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, contains content targeted at children, offers any illegal good or service which is based outside of the United States or links to any website that does so. In the event of a violation of this provision, Referrer's participation in the Referral Programs will be terminated and Referrer will forfeit the right to all commissions payable including any commissions arising as a result of actions prior to such termination.
4. **Additional Company Policies.** Referrer will abide by and utilize the Referral Programs, Company's other products and services, and the Company Site, only in accordance with Company's then-current policies as such policies are published on the Company Site.
  5. **Company Intellectual Property.**
    0. Company's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of Company. Except as otherwise provided in the Agreement, Referrer may not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of Company.
      1. Any feedback, data, answers, questions, comments, suggestions, ideas or the like which Referrer sends to Company relating to the Services will be treated as being non-confidential and non-proprietary. Company may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.
  6. **Limited Warranty.**
    0. Company represents and warrants to Referrer that Company will provide Services hereunder in the same manner as Company provides Services to other customers at the same level and type of service.

1. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND COMPANY HEREBY EXPRESSLY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO REFERRER HEREUNDER IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

**7. Limitation of Liability.**

0. IN NO EVENT WILL COMPANY'S LIABILITY IN CONNECTION WITH THE SERVICES, ANY SOFTWARE PROVIDED HEREUNDER, OR THIS AGREEMENT, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE AGGREGATE DISCOUNT PAID BY COMPANY TO REFERRER HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

1. COMPANY CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. COMPANY WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM.
2. EXCEPT AS EXPRESSLY PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR (EXCEPT AS PROVIDED IN SECTIONS 10 AND 11) FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.
3. The limitations contained in this Section apply to all causes of action in the aggregate, whether based in contract, tort or any other legal theory (including strict liability), other than claims based on fraud or willful misconduct. The limitations contained in Section 9(c) shall not apply to liability arising on account of a party's breach of Section 11 or to Referrer's indemnification obligations under Section 9.

8. **Indemnification of Company.** Referrer shall defend, indemnify and hold harmless Company, its affiliates and their respective present, former and future officers, directors, employees and

agents, and their respective heirs, legal representatives, successors and assigns (collectively the "Company Indemnitees"), from and against any and all losses, damages, costs, liabilities and expenses (including, without limitation, amounts paid in settlement and reasonable attorneys' fees) which any of the Company Indemnitees may suffer, incur or sustain resulting from or arising out of (i) Referrer's breach of any representation, warranty, or covenant contained in this Agreement, (ii) services provided by the Referrer to any Company customer, and (iii) claims or actions of third parties alleging unfair or deceptive trade practices or false advertising in connection with statements or claims made by Referrer pertaining to Company's Services.

#### 9. **Confidentiality**

0. Each party will not, without the prior written consent of the other party, use or disclose to any Person any Proprietary Information of the other party disclosed or made available to it, except for use of such Proprietary Information as required in connection with the performance of its obligations or use of the Services hereunder. Subject to the terms of this Agreement, each party will (i) treat the Proprietary Information of the other party as secret and confidential, (ii) limit access to the Proprietary Information of the party to those of its employees who require it in order to effectuate the purposes of this Agreement, and (iii) not disclose the Proprietary Information of the other party to any other Person without the prior written consent of the other party.

1. Notwithstanding anything to the contrary contained herein, the following shall not be considered Proprietary Information: (i) any information that the receiving party can demonstrate by written documentation was within its legitimate possession prior to the time of disclosure by the disclosing party; (ii) any information that was in the public domain prior to disclosure by the disclosing party as evidenced by documents that were published prior to such disclosure; (iii) any information that, after disclosure by the disclosing party, comes into the public domain through no fault of the receiving party, (iv) any information that is disclosed to the receiving party without restriction by a third party who has legitimate possession thereof and the legal right to make such disclosure; or (v) any information that, two years after expiration or termination of this Agreement, does not constitute a trade secret under applicable law.
2. Each party acknowledges that disclosure of any aspect of the Proprietary Information of the other party shall immediately give rise to continuing irreparable injury to the other party inadequately compensable in damages at law, and, without prejudice to any other remedy available to the other party, shall entitle the other party to injunctive or other equitable relief. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party all Proprietary Information of the other party (including all copies thereof) in its possession or control.
3. Company shall own any Prospect data disclosed by Referrer or otherwise collected by Company hereunder or in the process of providing services, and Company's use of such data shall be described in and otherwise governed by Company's Privacy Policy located at [www.web.com/legal/privacy-policy.aspx](http://www.web.com/legal/privacy-policy.aspx), which is incorporated herein by reference as it may be amended from time to time.

#### 10. **Miscellaneous.**

0. **Termination.** Referrer may terminate Referrer's participation in the Referral Programs or Referrer's participation in any Offer at any time. Such cancellation will be effective one (1)

business day following Referrer's submission of such cancellation. Company may terminate any Offer, the Referrer Program or Referrer's participation in the Referral Programs (i) immediately by giving notice to Referrer, if Company determines in good faith that Referrer is in breach of these Referral Program Terms and Conditions; (ii) by giving Referrer one (1) business day's notice; or (iii) as otherwise outlined in these Referral Program Terms and Conditions. Upon termination of this Referral Program Terms and Conditions for any cause or reason whatsoever, neither party shall have any further rights or obligations under this Referral Program Terms and Conditions, except for as outlined in those provisions intended to survive termination. Upon termination, Referrer will immediately discontinue the use of all Links, Offers and promotion of the Services or Qualifying Products.

1. **Independent Contractor.** Company and Referrer are independent contractors and nothing contained in this Agreement places Company and Referrer in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.
2. **Governing Law; Jurisdiction.** The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Transactions Act do not apply to this Agreement. **ANY SUIT, ACTION OR PROCEEDING CONCERNING THIS AGREEMENT MUST BE BROUGHT IN A GEORGIA STATE OR FEDERAL COURT LOCATED IN DUVAL COUNTY, FLORIDA, AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**
3. **Headings.** The headings herein are for convenience only and are not part of this Agreement.
4. **Entire Agreement; Amendments.** This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement and the Publisher Service Agreement constitute the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any purchase order, service order, work order, confirmation, correspondence or other communication of Referrer or Company, the terms and conditions of this Agreement shall control. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by any authorized representative of Referrer and Company. This Agreement may not be modified or amended except by another agreement in writing executed by the parties hereto; provided, however, that these Terms and Conditions may be modified from time to time by Company in its sole

discretion, which modifications will be effective upon the eighth (8th) day after seven (7) days prior notice has been provided to Referrer.

5. **Severability.** All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.
6. **Notices.** All notices and demands required or contemplated hereunder by Referrer to Company shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses as designated on Company's website for the giving of notice. All notices and demands required or contemplated hereunder by Company to Referrer shall be in writing via overnight delivery, postal mail, facsimile or e-mail to the address, e-mail address, or facsimile number as designated in the Referral Control Panel or to any address as registered in any jurisdiction in which Referrer is qualified and/or registered to do business. In the latter case, such notices and/or demands shall be deemed to have been duly made and given upon date of delivery if delivered in person, by an overnight delivery or postal service or via e-mail, upon receipt if delivered by facsimile the receipt of which is confirmed by Referrer, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid.
7. **Waiver.** No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
8. **Assignment; Successors.** Referrer may not assign or transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Company may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of Referrer. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
9. **Limitation of Actions.** No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than two years after the cause of action has arisen.
10. **Electronic Execution.** This Agreement is being signed electronically, and the records kept by Company of such execution shall be presumed accurate unless proven otherwise.

11. **Force Majeure.** Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.
12. **No Third-Party Beneficiaries.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Referrer acknowledges and agrees that Microsoft, and any supplier of third party products or software that is identified as a third-party beneficiary in the Service Description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against Referrer as if it were a party to this Agreement.
13. **Government Regulations.** Referrer may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Referrer operates or does business.
14. **Marketing.** Referrer agrees that during the term of this Agreement Company may publicly refer to Referrer, orally and in writing, as an Referrer partner of Company. Any other public reference to Referrer by Company requires the written consent of Referrer.
15. **Telephone Monitoring.** To ensure Company's customers receive quality service, Company randomly selects phone calls for monitoring. These calls, between Company's customers and employees, are evaluated by supervisors. This is to guarantee that prompt, consistent assistance and accurate information is delivered in a professional manner. Company has been properly licensed by the Georgia Public Service Commission to use such service observing equipment.
11. **International Provisions.** If Referrer maintains an office outside the United States, conducts business with Persons other than U.S. citizens, or at any time offers to resell Services to any Person that is not a U.S. citizen, the following provisions will apply:
  0. Referrer will comply with all laws relating to the conduct of business practices that prohibit any gratuities or inducements. Referrer acknowledges that Company is subject to certain United States laws, including but not limited to the Foreign Corrupt Practices Act of 1977 and any amendments thereto, which apply to activities carried out on Company's behalf outside the United States. Referrer agrees neither to take nor omit to take any action if such act or omission might cause Company to be in violation of any such laws. Upon written notice from Company, Referrer shall provide such information as Company may reasonably consider necessary to verify compliance by Referrer with the provisions of this Section
    1. The Services may require a license for export from the U.S. Government that requires advance disclosure of the ultimate consignee and all parties to the sale, and prohibits diversion, transshipment, or re-exportation out of the United States contrary

to U.S. law and regulations by any party. Referrer agrees to furnish all documentation required by the U.S. Government in connection with obtaining any required export license, and agrees that unauthorized diversion, transshipment or re-exportation of the Company's Services in violation of the export license or any applicable law shall not be permitted.

2. The parties hereby exclude any application of the United Nations Convention on Contracts in the International Sale of Goods, the 1974 Convention on the Limitation Period in the International Sale of Goods, and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

12. **Prohibited Transactions.** Referrer warrants that Referrer is not, nor is Referrer acting on behalf of any person or entity that is, prohibited from engaging in transactions with U.S. citizens, nationals or entities under applicable U.S. law and regulation including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control ("OFAC"). In addition, Referrer is not, nor is Referrer acting on behalf of any person or entity that is, a Specially Designated National ("SDN"), as OFAC may so designate from time to time. In addition to all other rights and remedies available to Web.com under this Agreement, and at law and in equity, Referrer's breach of this Section shall result in immediate termination of the Agreement and forfeiture of any and all Services or amounts previously provided, paid and/or owed to Referrer under this Agreement.

13. **Definitions.** For purposes of this Agreement, the following terms have the meanings specified below:

0. **"Action"** means a Prospect's completion of an action requested by Company through the Referral Control Panel, including without limitation, Conversions, Clicks, Leads and Impressions.
  1. **"Referral Control Panel"** means the control panel through which Company presents Offers for Referrers and the Action Referrer or Referrer's Prospects must complete in order for Referrer to earn the Payment.
  2. **"CPC"** means the amount payable for each Click.
  3. **"CPM"** means the amount payable for each thousand Clicks.
  4. **"Click"** means each time a Prospect, as a result of clicking on the Link, is redirected to the website as specified in the Offer.
  5. **"Qualifying Products"** means those products or services for which the Offer has designated as being eligible for payment of the Payment pursuant to this Agreement. Except as may be otherwise specified in the Offer, Qualifying Products shall not include add-on services, optional services, or services that cannot be purchased online.
  6. **"Conversion"** means, unless otherwise specified in the Offer, an order submitted by a Prospect online for the Qualifying Products provided: (i) the Service is ordered in the Prospect's name and contains complete, accurate and current billing and contact information specific to the Prospect; (ii) the Prospect pays for and maintains the Qualified Product for a minimum of thirty (30) consecutive calendar days; (iii) the Prospect has not cleared his or her "cookies" or clicked on a Link other than the Link on Referrer's site prior to ordering the Qualifying Product; and (iv) the Prospect has not previously purchased the Qualifying Product, has been terminated or had the right to use the Qualifying Product revoked for non-payment or other violation of standard terms and conditions.

7. "**Impression**" means the number of times a Link is requested and seen by Prospects.
8. "**Lead**" means the clicking of a Link and completion of information, as outlined in the Offer, by a Prospect who has not previously purchased services from Company
9. "**Links**" as used herein means those banner advertisements, text links or other material, as provided by Company to Referrer.
10. "**Offer**" means an offer described in the program description or campaign information section of Referral Control Panel which, if the Action as outlined therein is completed, will qualify Affiliate for the Payment.
11. "**Person**" means any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association or organization, or government or any agency or political subdivision thereof.
12. "**Proprietary Information**" means all technical, business and other information of a party (i) that is not generally known to the public, (ii) that derives value, economic or otherwise, from not being generally known to the public or to other Persons who can obtain value from its disclosure or use, and (iii) which information is subject to efforts that are reasonable under the circumstances to maintain the secrecy thereof.
13. "**Services**" means the web hosting service or other Company products provided by Company as specified in the Company Terms of Service and applicable Service Description.
14. "**Service Description**" means the applicable documents made available by Company to describe the applicable Services at the time the order is accepted by Company.