

## **Terms of Affiliation**

Any person or organization may apply to join the NDC Host Affiliate Program. NDC Host, at its sole discretion, reserves the right to accept or reject applications to join its Affiliate Program.

Affiliate commissions apply to monthly hosting fees, but not to account setup or add-on fees.

### **Affiliate Program Conditions**

NDC Host will pay a monthly recursive commission of 10% to the Affiliate on the basic monthly fees of the account for the extent of time the account is held with NDC Host. If the referred client purchases additional accounts after their initial purchase, commissions will not be paid on the additional accounts. The referred client must stay in service with NDC for a minimum of one month, Affiliate will be paid in an one month offset, that is the commission is not payable until the month following the accounts initial signup.

If the Affiliate has their own web hosting account with NDC Host, then commissions earned by the Affiliate will be used, in the first instance, to offset the amount due to NDC Host for the Affiliate's hosting account(s). If commissions earned by the Affiliate exceed payments due from them for their own web hosting account, then a check or money order will be issued to the Affiliate as described below.

NDC Host will issue a check or money order to the Affiliate each month following the first complete month of service by a referred client. Funds are paid to the affiliate regardless of the amount owed to the affiliate provided funds are in fact due for that month based on affiliate status of the previous month.

NDC Host will provide technical support directly to referred clients. NDC Host will also bill referred clients directly. Affiliates will have no rights written or implied to accounts referred to NDC.

The Affiliate will not have access to referred clients' accounts unless that access is given to them by the referred client. The referred client will be responsible for ensuring that their account is used in accordance with the terms and conditions outlined below.

While NDC Host has made every effort to ensure that the automated Affiliate system appropriately recognizes that an account has been referred by a particular Affiliate, it is possible that some referred clients will side-step the system. Affiliate information is contained in cookie format, should a referee disable cookies, clear their systems cookies, overwrite the cookie with another, permit the cookies 30 day expiration time to be reached, or otherwise manipulate the system prior to order. Referral information will not be included and NDC Host will not issue credit accordingly. All affiliate credit is given at NDC Host's sole discretion and can be revoked at any time without notification.

The Affiliate must only promote NDC Host's services through their own web site or through personal contact with potential clients. NDC Host must not be promoted through SPAM, news

groups, banner networks or similar channels. NDC Host's name is a registered trade mark of NDC Host and is permit for use only for purposes of referring customers to NDC Host's site. Unauthorized Use of the name NDC Host could result in legal action. If you have any questions about the use of NDC Host please contact Affiliation@NDCHost.com prior to using it for written consent.

Any attempt to abuse or dishonestly use the Affiliate system will result in immediate disqualification from the program and no commissions will be payable. NDC Host reserves the right to refuse or cancel your Affiliate Plan membership at any time.

**Form Return**

This form must be completed and returned to NDC Host to finalize your affiliation enrollment, this will need to be signed and returned before any affiliation credit is given. Please complete and return to NDC Host via any of the following methods. If you have any question please contact the affiliation department at 1-888-294-UNIX.

Fax: 1-949-388-9069 (preferred)  
Email: affiliation@ndchost.com  
Mail: 24843 Del Prado #205  
Dana Point, Ca 92629  
United States

Affiliate Information:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Country: \_\_\_\_\_

Affiliation "Pay to" Information (if different from above)

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Country: \_\_\_\_\_

I hereby authorized the above information is true and correct, and that I agree to abide by the above terms.

Signature: \_\_\_\_\_

Affiliate

Revised: Wednesday December 2<sup>nd</sup>, 2009