

Affiliate Terms of Service

Participation in the SpeedySparrow, [hereafter referred to as "SpeedySparrow" or "SpeedySparrow.com"]

affiliate program constitutes agreement to these terms. THESE TERMS OF USE PERTAIN TO AN INDIVIDUAL AND/OR COMPANY'S USAGE AND PARTICIPATION IN THE SpeedySparrow AFFILIATE PROGRAM. WE RESERVE THE RIGHT TO EDIT, CHANGE, AND AMEND THESE TERMS AT ANY TIME. BY PARTICIPATING YOU AGREE TO THE FOLLOWING TERMS:

1. Joining the Program

By requesting affiliate status you will automatically become a SpeedySparrow affiliate. Your participation in the program is solely for this purpose: to legally advertise the SpeedySparrow.com site and products and receive a commission on sales generated by your referrals. You also agree to receive periodic mailings to affiliates regarding the SpeedySparrow.com affiliate program.

2. Revocation of Affiliate Service

Your affiliate application and status in the program may be suspended or terminated for any of the following reasons: Inappropriate advertisements (False claims, misleading hyperlinks), Spamming (mass email, mass newsgroup posting, etc...), Advertising on sites containing/promoting illegal activities, Violation of intellectual property rights (copying SpeedySparrow.com material), or for no reason at all.

3. Linking to

SpeedySparrow.com. You may use graphic and text links both on your website and in emails. SpeedySparrow.com may also be advertised "offline" in classified ads, magazines, and newspapers. You may use the graphics and text provided to you by SpeedySparrow.com, or you may create your own as long as they are deemed appropriate according to the conditions in 2.

4a. Affiliate Commissions

You will be paid referral fees for every SpeedySparrow.com product purchased with paypal.com, credit card, and offline check or money orders. This referral fee varies by product and does not apply to dedicated server purchases. Affiliate commissions will be paid out monthly via paypal with a minimum required commission value of \$100.00 for payment. There is a 60 day hold on all affiliate

commissions to catch and prevent fraud. If the referred product was refunded, the membership cancelled, or money was reimbursed, SpeedySparrow.com reserves the right to deduct the appropriate commissions from the affiliate's account. SpeedySparrow.com does not give a commission when an affiliate makes a SpeedySparrow.com purchase and generates a commission for themselves. SpeedySparrow.com does give commissions when an affiliate makes a purchase and generates a commission for a different affiliate. The Commission Rate is subject to change from time to time, upon e-mail notice to you and commencing the 30-days following such notice.

4b. Commission Rates.

Shared Web Hosting Purchase - You will receive a 10.00% affiliates credit every payment to invoices your referees make to SpeedySparrow.

Reseller Web Hosting Purchase - You will receive a 10.00% affiliates credit every payment to invoices your referees make to SpeedySparrow.

5. Affiliate Tracking.

After signing up for the program you will receive a unique affiliate url which you will use to advertise our website. When someone clicks through this url a cookie will be set in their browser with your affiliate ID and their IP address will also be logged with your affiliate ID. During that visit to our website or any later visit, when a purchase is made the commission will be given based on the existence of the cookie or a match of the IP address in the database.

6. Terms of the Agreement

These terms will begin upon your signup with the affiliate program and will end when either you or SpeedySparrow terminates your affiliate status. The terms of this agreement may be modified at any time by SpeedySparrow. If any modification is unacceptable to you, your only choice is to terminate your affiliate status. Your continuing participation in the program will constitute your acceptance of any change.

7. Indemnification

You hereby agree that you shall defend, indemnify, save and hold SpeedySparrow harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against SpeedySparrow, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer,

its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless SpeedySparrow against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with SpeedySparrow; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from SpeedySparrow's server.

8. Liability

SpeedySparrow.com will not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database files, and any results of "intents of harm" to the program. We make no claim that the operation of SpeedySparrow.com will be error-free and will not be liable for any interruptions or errors.

9. Arbitration

By participating in this affiliate program, you agree to binding arbitration. If any disputes or claims arise against SpeedySparrow or its subsidiaries in conjunction with this program, such disputes will be handled by an arbitrator of SpeedySparrow's choice. All decisions rendered by that arbitrator will be binding and final. You are also responsible for any and all costs related to such arbitration.