

KSP Affiliate Terms and Conditions

This agreement describes the entire terms and conditions which govern your participation in Keyword Search Pros Inc. Affiliate Program, and the following definitions apply:

“Affiliate”, “Agent”, “You”, and “Your” refer to you, the applicant; “Advertiser”, “Client”, “Customer”, “They” and “Them” refer to prospects and clients of Keyword Search Pros; “We”, “Our”, and “Us” refer to Keyword Search Pros Inc. herein as “KSP”; “Referring WebSite” refers to the website from which you create and use to generate businesses and leads for KSP; “Services” refers collectively to our Pay Per Click Marketing and Management Services.

No Spamming: Promoting our services via unsolicited email is strictly prohibited, and affiliate agrees to not reference us in any way, shape, or form, in any email that Affiliate sends in which the recipient has not specifically asked to receive it. In the case of mailings which are conducted by a third party on Affiliate’s behalf, Affiliate assumes full responsibility and is advised to perform due diligence to ensure that the mailing list is in fact 100% opt-in. Furthermore, Affiliate may not link to our site from any URL that is promoted via unsolicited email. Affiliate may reference our services in discussion groups, message boards, blogs, and newsgroups as long as this is done in a way that does not violate the conditions of participation in the discussion of the above mentioned groups.

Affiliate agrees that we will terminate this Agreement and withhold all referral fees due if Affiliate is found in violation of this agreement.

Qualifying Services: All services sold by us to advertiser originating from Affiliates or referring website and processed by KSP qualify to earn Affiliate referral commissions and residual income as described below. We reserve the right to reject any purchase that does not comply with our policy. Affiliate will not receive referral fees if Affiliate makes a purchase on behalf of a Customer - for receiving referral fees, the Customer must place the order him/herself. Affiliate will not receive referral fees if affiliate is found to have stolen 3rd party content with the intent of stealing potential income of another KSP affiliate.

KSP can help Affiliates inform and make buying suggestions to prospects for the purpose of originating new customers. KSP makes no guarantee to Affiliates that prospects which have been referred will commence an agreement with KSP. KSP is not responsible for prospects who do not become KSP customers. Referral commissions and residual income will only be paid to affiliate once KSP has received full payment from Customer. Payment is made in the form of check and can be delivered or mailed to you.

Referral Fee Amounts: All payments made by Affiliate’s referred customers for the services provided by the properties run under the KSP affiliate program will earn Affiliate a referral income based on Set Up Fees, Quick Start Fees, and Ongoing management Fees. KSP offers two basic advertising programs for advertisers.

30 day QuickStart Program- This program is geared for advertisers who wish to receive a one-time service lasting 30 days only. The current resell price of the QuickStart Program is (\$1,099).

Ongoing Management- This program is geared for advertisers who wish to take a more aggressive approach to pay per click management over time. The set up fee for this program is (\$799) on time an ongoing monthly management fee dependent on Advertiser’s monthly ad budget to search engine clicks. The schedule for management fees to customers is as follows.

MONTHLY MANAGEMENT PROGRAM

Total Monthly Search Budget	Management Fee
\$1,000 - \$5,300	\$499
\$5,301 - \$10,150	\$999
\$10,151 - \$35,000	\$1,999
Above \$35,000	Call for Quote

Setup=\$799

30-Day QuickStart PROGRAM

Search Budget	Management Fee
Below \$1,500 ONLY	\$1,099

The current pricing schedule for Advertisers can change at any time without prior notice to Advertiser. It is Affiliates responsibility to always be aware of current pricing schedule.

Affiliates can sign up for one of two programs to earn referral fees. Below are the commission and residual percentages Affiliates earn for each program.

Agent Affiliate- (Free Sign Up)

30-Day QuickStart- 20% of QuickStart Program

-or-

Ongoing Management- 50% of setup fee plus 20% of management fee for the first month management; and 20% from any residual revenues from ongoing management fees.

Corporate Affiliate- (\$100 Annual Fee)

30-Day QuickStart- 30% of QuickStart Program

-or-

Ongoing Management- 50% of setup fee plus 30% of management fee for the first month management; and 20% from any residual revenues from ongoing management fees. If Affiliate originates 5 or more accounts per calendar month KSP will pay 30% of management fees on those accounts for the life of the account. Calendar month starts the 1st day of the Calendar Month and ends on the last day. Example: Calendar month= October 1st to October 31st and February 1st to February 29th. To be qualified to earn the 30% for the 5 account bonus, all Advertiser Payments for Service must be made within the Calendar Month.

Chargebacks and Refunds: If in the event there are Advertiser credit card charge-backs or refunds, charge-backs will always be deducted from the next owed commission or residual before calculating the commission due to the affiliate. However, the affiliate is only debited for their percentage of the chargeback amount. For example, if the affiliate rate is 30% commission rate and we get a \$500 chargeback on one of your Advertisers, only \$150 (30% of \$500) is deducted from the affiliate's commission for that month, the amount can be carried over to the next month or any following month until such time as the amount has been cleared for the balance. KSP can withhold any and all future residual payments in the event of a charge-back.

Definition of Sub-Affiliates: A Sub-Affiliate is defined as a third party that is in no way personally or professionally related to Affiliate. Affiliate is not permitted to register for our Affiliate Program more than once, and any attempt to artificially inflate Affiliate's referral fees will be grounds for immediate termination of this Agreement.

Affiliate understands that we monitor all affiliate registrations and purchases, and agrees that we will terminate this Agreement and withhold all referral fees due if Affiliate is found in violation of this policy.

Referral Fee Payments: Payment is made in the form of check and will be delivered directly to you or mailed to you. KSP will put forth best effort to pay Advertisers within 7 days of Advertiser payment receipt but reserves the right to pay within 30 days if necessary.

Returns and Cancellations: If referral fee qualifying Services are cancelled by Affiliate's customer, all payments will cease to Affiliate as Customer payments are ceased to KSP. KSP is not responsible to reasons of cancellation. KSP does not require any contracts and does not guarantee the duration of Customer Account. This policy is also true for account pauses or holds requested by search engines or Advertisers.

Our Policy: Every customer who purchases a Service is deemed to be our customer. We will be in direct contact with the customer for the purpose of fulfilling the customer's order. Affiliate shall refer all questions, requests or queries regarding our services to us. Affiliate does not have the authority to make or accept any offer on behalf of us. We are not responsible for any representations made by Affiliate which contradict our policies.

Service Interruption and Tracking: We will make every effort to ensure that the account operational, and to service Affiliate's referred customers. However, certain unavoidable technical difficulties may occasionally cause temporary service and tracking interruptions. Affiliate agrees that we are not liable in any way for such interruptions.

Referring Website: Affiliate may provide a link from a Referring Website to our website to reference the Service provider. Affiliate may remove said link from a Referring Website and re-link to our website at any time without prior approval. Affiliate may not display our name or link in any way that may defame us or mislead the customer.

Affiliate may not link to our website from a Referring Website which promotes spam as described in this Agreement, pornographic material, violence, illegal

activities such as software piracy, or discrimination based on race, gender, religion, national origin, physical disability, sexual orientation, or age.

We have the right, but not the obligation, to pre-approve the graphics and logos used on a referral website which is linked to our site. Furthermore, the Affiliate shall annotate its site with appropriate copyright, trademark and other similar notices. If the Affiliate specifies bonus levels and free money offers in its marketing and advertising, it shall ensure that it is updated regularly to reflect any changes.

We shall have the right, but not the obligation, to monitor the Affiliate's Referring Website at any time and from time to time to determine if it is in compliance with the terms and conditions of this Agreement. We shall have the right, but not the obligation, to approve, in our sole and absolute discretion and with due regard to the protection and preservation of the goodwill of our services, any promotional, advertising or marketing item used by the Affiliate. The Affiliate shall make all deletions and modifications suggested by us on any site where our services are mentioned.

References/Testimonials: Affiliate agrees to cooperate with us in the development of press releases, testimonies, and other such marketing materials. Affiliate grants us unlimited rights to reference Affiliate in any and all marketing materials, without further compensation.

Title: Title, ownership, and intellectual property rights involved in our Services shall remain with us.

Copyrights: Affiliate is responsible for ensuring that Affiliate's advertising obeys all applicable copyright and trademark laws. We grant Affiliate the right to use our name in acceptable marketing materials, but we are not responsible for Affiliate's misuse of any copyrighted material.

Limitation of Damages: We shall have no liability for any indirect, incidental or consequential damages, or any loss of revenue arising under or with respect to this agreement or the Affiliate program, even if we have been advised of the possibility of such damages.

Miscellaneous: Affiliate is an independent contractor, and nothing in this Agreement shall create any form

of partnership, joint venture, franchise, agency, or employment relationship between the parties. Affiliate will not be treated as our employee. Affiliate shall not assign this Agreement, by operation of law or otherwise, without our prior express written consent. Subject to the foregoing, this Agreement is binding upon, insures to the benefit of, and is enforceable by the parties and their respective successors and assigns.

Term and Termination: We have the right to terminate this Agreement at any time, either due to breach of its terms or otherwise, by notifying the Affiliate through email. Please note that it is our intention never to terminate the Affiliate Program. However, we reserve the right to do so in response to changes in market conditions. The Affiliate may terminate the Agreement at any time by notifying us through email. If the Agreement has not been terminated due to breach of its terms, the final referral fee payment to Affiliate will be made to Affiliate within a reasonable period of time. If the Agreement has been terminated because of breach of its terms by the Affiliate, the Affiliate will automatically forfeit any referral fees then receivable or receivable in the future.

Agreement Modification and Application: We may, in good faith, modify any of the terms and conditions contained in this Agreement (including, but not limited to, the Referral Fee Amounts), at any time and in our sole discretion, by posting a change notice or a new agreement in this Website and by informing Affiliate through email. It is our intention to keep Referral Fee Amounts as stated. However, we reserve the right to alter the Referral Fee Amounts at any time. Any credit accumulating after such change will be at the new rate, i.e. the Affiliate is not guaranteed to have the same rate as the one started with. This is not a loophole to defraud Affiliate, but a way for us to prepare for anything unforeseeable in the rapidly changing world of the PPC Marketing. If any modification to this Agreement is not acceptable to the Affiliate, its only recourse is to terminate this Agreement. The Affiliate's continued participation in the Program following the said posting of a change notice or new agreement shall constitute binding acceptance by the Affiliate of the change.

If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

Independent Investigation: Affiliate acknowledges that it has reviewed this Agreement and agrees to all its terms and conditions. The Affiliate has independently evaluated the desirability of participating in the Program and is not relying on any representation, guarantee or statement other than as set forth in this Agreement.

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, agreements or understandings for Keyword Search Pros Inc. or any other property running under the Keyword Search Pros Affiliate Program both now and in the future.