

Flip-Pal™ mobile scanner

Affiliate Agreement

27-Oct-11

Terms of the Agreement:

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Flip-Pal™ Affiliate Program (the 'Program'). As used in this Agreement, 'We' and 'Us' means Couragent, Inc and 'You' or 'Affiliate' means the applicant. 'Sub-affiliate' means an affiliate recruited by you using a link to our site. 'Services' means the services offered by the Program. 'Site' refers either to the Flip-Pal-affiliates.com site or to the website that you will link to. 'Link' means a link provided which directs the customer's web browser to the appropriate site designated for the Program. 'New and Unique' refers to a purchase where that customer's details and PayPal account have not previously been used to purchase a particular service or product from this Program.

The term of this Agreement will begin upon our acceptance of your Affiliate application and will end when terminated by either party. New versions of the Agreement will be posted as a change notice and effective retroactively and immediately. No Agreements will be grandfathered in without written approval by us.

Either you or we may terminate this agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn referral fees on sales occurring during the term. Your site is subject to periodic review. If we determine at any point after acceptance into our Program that your site or link is not suitable for the Program, we may unilaterally end the status of your site as an Affiliate.

Modification of the Agreement:

We may modify any of the terms and conditions contained in this agreement, at any time and at our sole discretion, by posting a change notice or a new agreement on this site. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and Program rules.

If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or new agreement on the Site will constitute binding acceptance of the change.

Limitation of Liability:

We will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with this agreement or the Program, or the purchase of products or services by customers referred to us by you, even if we have been advised of the possibility of such damages.

Further, our aggregate liability arising with respect to this agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

Independent Investigation:

You acknowledge that you have read this agreement and agree to all its terms and conditions. You understand that we may at any time, directly or indirectly solicit customer referrals on terms that may differ from those contained in this agreement or operate web sites that are similar to or compete with your web site. You have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee or statement other than as set forth in this agreement.

Referral Commissions and Payments Procedures:

The amount of sales referral commissions due to Affiliates for successful 'New and Unique' customers purchases where that customer was referred from your site or the site of one of your sub affiliates will be as follows:

- Sales Referral Rate
Full Service Monthly Commission Rate 10% of monthly sales
- Sub Affiliate Referral Rate
Monthly 3% of monthly sales from your referring affiliates

Any changes to the above commission rates will be posted and will apply immediately.

A commission will only be credited to an Affiliate after the customer has made full payment to us. If we determine later that the purchase was not 'unique' or if a customer later requests a refund or a charge back is issued by the credit/debit card company whose card was used to pay for that customer's purchase, then any commissions that were credited to Affiliates and Sub-affiliates will be deducted from the next monthly payment. If there is no next monthly payment due and commissions owed to you become less than the total deductions due to refunds as mentioned above, then the Affiliate and Sub-affiliates will be billed and hereby agree to be bound by law to reimburse us in full immediately for any such commissions. Payments will be issued via PayPal only and made payable to the affiliate in the name the affiliate submits in his or her online registration, and emailed to the email address provided by the affiliate. Subject to the terms and conditions of this Agreement, you will be paid your commission on the 15th of the month for sales from the prior month. Affiliates must have accumulated commissions of at least \$30.00 USD for a given payment period before a payment will be issued. If commissions are less than \$30.00 USD for a given month, the commissions will be held over until the next month. This will continue until the commissions accumulate to more than \$30.00 USD. After one year, if the total commissions are under \$30.00 USD, the affiliate will forfeit that commission to the company.

Tracking of Sales:

We are solely responsible for tracking sales using special software that communicates with the specially encoded URLs assigned to Affiliates. We will endeavor to do our best to ensure accurate tracking of referrals made by Affiliates. Affiliates will themselves be solely responsible for ensuring that these special URLs are formatted properly, a necessary prerequisite to accurate tracking of referral sales. Notwithstanding the above statement of responsibility by us to track sales, Affiliates hereby acknowledge and accept that the tracking system employed by us is not 100% fail-safe and that there may on occasion be instances of referral sales made that are not credited to an Affiliate for any number of possible reasons, some of which might be: Failure by the Affiliate to use the proper format of the specially assigned URL in promotions, web page links, banner ads, emails and so on; deliberate or accidental actions by customers to circumvent an Affiliate's special URL so that our software is unable to accurately track that sale; bugs, glitches or crashes of the tracking software that render it unable to accurately track sales for a period of time; acts of a nature that cause irretrievable data loss on the computers and back-up disk media that store the commission information. As such, Affiliates will not hold us liable to compensate for any claimed commissions that were not tracked and recorded by the tracking software. We will pay referral fees on any future sales after the customer has re-entered our site through the use of a cookie placed on the end user computer. If, through no fault of ours, the cookie is removed or not allowed by the end user, that customer's purchase may be tracked only if customer enters our site directly through a link from your site.

The cookie will expire at the end of 45 days.

Relationship of Parties:

You and we are independent contractors, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this section.

Policies and Pricing:

All of our rules, policies, and operating procedures concerning the services will apply to those purchasing the services of this Program. We may change our policies and operating procedures at any time. For additional information regarding these rules, policies, and operating procedures please see the terms and conditions pages on our Site.

Limited License:

We grant you a non-exclusive, non-transferable, non-sub licensable, revocable right to use the Flip-Pal™ mobile scanner logos and text for which we grant express permission, solely for the purpose of identifying your site as an Affiliate Program participant. You may

not modify the message or any of our images or trademarks in any way. We reserve all of our rights in the message, any other images, our trade names and trademarks, and all other intellectual property rights. Except as provided herein, you agree that you have no rights, title or interest in or to the message or other images, trademark or trade names provided to you, and all uses of such materials by you will inure to our benefit. You agree not to apply for registration of any of the Flip-Pal™ mobile scanner trademarks, service marks or trade names (or any mark similar there to) anywhere around the world.

Affiliates may never use the URL www.flip-pal.com, variations or misspellings of it in your destination URL, domain name, PPC campaigns or social media sites (Facebook, Twitter, YouTube, blogs, etc.).

Affiliates may not bid on Flip-Pal™ brand keywords*.

*Our key words include but are not limited to:

Flip-Pal mobile scanner

Flip pal

Flip-pal

Flip pal scanner

Flip-pal scanner

Mobile scanner

Facebook.com/mobilescanning

Facebook.com/FlipPal

Affiliates are required to land PPC traffic on their own URL first.

Affiliates may use the brand Flip-Pal™ in their ad text/description with prior written approval from the Flip-Pal™ Affiliate Program Manager.

Affiliates may not copy or directly mimic the ad copy being used by Flip-Pal™ for its own PPC campaigns, using only original content they create, unless with prior written approval from the Flip-Pal™ Affiliate Program Manager.

Affiliates may not take any action that could reasonably cause any customer confusion as to our relationship with you or misrepresent the relationship between us and you. Using a user name or id which includes Flip-Pal's Proprietary Terms, like "Flip-Pal™" or using our logos and other trademarked content on your profile may cause confusion by those accessing your profile and also misrepresents the relationship between us and you.

You agree that you will not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and or reputation of Couragent™ Flip-Pal™ mobile scanner, or its trademarks. We may revoke your affiliate status at any time by giving you written notice. You may not alter product images, descriptions and pricing.

Misleading Others:

Operating or utilizing a Web site or e-mail link to Web sites that contain or promote any of these types of content: libelous, defamatory, obscene, pornographic, abusive, violent, bigoted, hate-oriented, illegal, cracking, hacking or warez, or that offer any illegal good or service, or link to a Web site(s) that do so.

The use of spyware, adware, malware, toolbars or any other form of parasitic or stealth software.

Engaging in spamming, indiscriminate advertising or unsolicited commercial e-mailing.

Engaging in cybersquatting or typosquatting.

Responsibility for Your Site:

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

The technical operation of your site and all related equipment creating and posting merchant descriptions on your site and linking those descriptions to our site the accuracy and appropriateness of materials posted on your site ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights) ensuring that materials posted on your site are not libelous or otherwise illegal. We disclaim all liability for these matters. Further, you will indemnify, defend and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site as well as any goods or services provided or made available by you. These obligations will survive any termination of this agreement. You acknowledge and agree that we may utilize your Web site information (name, URL, traffic counts, etc.). Possible uses include (but are not limited to) lists of the busiest sites, lists of member sites, etc. You agree to allow us to use screen shots of any of your Web pages that contain the Flip-Pal™ mobile scanner HTML code or promotional materials. The information we provide to you may be proprietary in nature. You acknowledge that you are not a supplier of an optical scanner, and agree not to share this information with any suppliers of optical scanners. Any violation of these terms and conditions may cause us to terminate this agreement.

Abandoned Affiliate Accounts:

Affiliate accounts that are left inactive will be removed from our system if their balance is equal to or less than \$30. If an abandoned affiliate account has a balance between \$15 and \$30, a \$15 fee will be assessed once per calendar month, until the balance is equal to zero dollars - and is closed. At no time will an affiliate ever owe monies to the Company based on fees - the account will simply be closed. An abandoned affiliate account is defined as an account that has not had Traffic Log activity, nor have any transactions been

posted to the account for a period of 6 months. If one or the other of those conditions is true - the account will remain in an active state.

Disclaimers:

We make no express or implied warranties or representations with respect to the Program or any services made available through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site or the availability of our services will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

Miscellaneous:

Your acceptance to the Program will be accepted in good faith and from time to time, we will monitor your use of our Program and may revoke your acceptance if we determine (at our sole discretion) that your site is unsuitable for the Program or if you are in violation of any terms of this agreement. You may not assign this agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this agreement will be binding on, inure to the benefit of and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this agreement.

On Sign up page:

In our efforts to streamline and simplify the sign up process, follow these instructions and in just a moment you'll be ready to earn commissions.

Read and agree to the Flip-Pal™ mobile scanner Affiliate Program Agreement. If you have read the agreement and wish to proceed, please complete the application by clicking on the Sign-Up or Apply button on the Sign-up page. All fields are required! Your affiliate ID, along with the html code needed to add to your web page will be sent to your email address. Make sure you do not alter the code in any way; changing it can and will result in someone else receiving credit and commissions for your banner! Add the code to your web page and upload your new page.

Add affiliate-info@flip-pal.com as an accepted sender for your email account to ensure you receive important communications.

Please print out a copy of this agreement for your records and check this page periodically, as we may make adjustments to this contract.

Flip-Pal™ and Couragent™ are trademarks of Couragent, Inc.