

FluidSecure Affiliate Program Terms & Conditions

1. FluidSecure Affiliate Agreement

This agreement describes the terms and conditions for participation in the FluidSecure affiliate program. In this agreement, the term “Affiliate” refers to you (the applicant). In this agreement, the term “FluidSecure” refers to the company, the product, software/hardware, cloud hosting and publisher. An affiliate is defined as a reseller of FluidSecure products and services. End users are not eligible to become affiliates.

2. Modification

FluidSecure may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but not limited to changes in the scope of available referral fees, fee schedules, payment procedures and Affiliate Program rules. If any of the modifications are UNACCEPTABLE TO YOU, your only recourse is to terminate this Agreement. If you CONTINUE PARTICIPATION IN THE PROGRAM, it will be considered as your acceptance of the change.

3. Enrollment

To enroll in the affiliate program, Reseller must submit an affiliate application and be approved. Applications are processed with in 72 hours and applicants will be notified of their acceptance status as soon as possible after their information is reviewed. If applicable all resale certificates must be submitted. Credit application can be provided, to USA business, if NET 20 terms are desired. Request application from Trak.

4. Affiliate URL

You will be issued a special URL once you become an approved member of the FluidSecure Affiliate Program which will be unique to you and you only, and will allow you to be paid for affiliate referrals.

5. Commissions

For a sale to generate a commission to an Affiliate, the Affiliate or the Customer must complete the order form and remit full payment for the product ordered through the secure order system at www.fluidsecure.com. With a submitted and approved credit application Trak will provide NET 20 terms.

Word of mouth referrals will not result in an Affiliate commission being generated, unless prior written approved by the Director of Sales. Commissions will only be paid on sales that are made when the Affiliate or Customer clicks through qualified, correctly structured Affiliate links. Properly coded links are the sole responsibility of the affiliate – Trak will assist on the initial setup of link.

For commission structure either EMAIL info@fluidsecure.com or call 850-878-4585 x 3.

Commissions may change from time to time, for example during limited time special promotions at the discretion of FluidSecure. Trak will provide Affiliates 30 day notice of any promotions.

6. Payment

FluidSecure pays affiliates via a PayPal account or as mutually agreed, provided to us when a member joins. If the PayPal email changes, it is the responsibility of the affiliate to notify the FluidSecure at info@fluidsecure.com to ensure proper commission payments.

7. Order Fulfillment

FluidSecure will be solely responsible for processing every order placed by a customer via affiliate links or directly from the affiliate. Affiliates are not authorized to sell any of these products on ebay or other auction sites. Affiliates are not authorized to give away copies of any of these products. FluidSecure will also be solely responsible for all customer service inquiries.

8. Qualifying Sites

FluidSecure reserves the right to refuse any site entry into the FluidSecure Affiliate Program based on site content. Sites that do not qualify for the Affiliate Program include sites which:

- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities
- List coupon codes or discounts that were NOT officially provided to them by FluidSecure. Want to promote a coupon? Contact us and we can work with you. You may NOT promote coupon codes you may have found elsewhere online. Doing so can result in the termination of your affiliate account and withholding of affiliate payments for violating our affiliate agreement.
- Infringe or otherwise violate any copyright, trademark, or other intellectual property rights of FluidSecure or any other site.

9. Permitted Usage

The following are permitted uses of the FluidSecure brand and marketing resources. Affiliates are permitted to use the graphical banners and design resources located at <https://www.fluidsecure.com/affiliate-area> . If a specific size banner ad is not available, the affiliate may contact the Affiliate Program manager at info@fluidsecure.com and request a new banner graphic be added to the available resources.

11. FluidSecure Anti-Spam Policy

FluidSecure strictly prohibits affiliates from using spam e-mail and other forms of Internet abuse to seek sales. Spam is defined as including, but not limited to, the following:

- Electronic mail messages addressed to a recipient with whom the sender does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient through an opt in subscription;
- Messages posted to Usenet, forums, Twitter, Facebook and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups, posted in excessive volume, or posted against forum/message board rules. Be conscious

of forum rules! If a forum owner or moderator complains that an affiliate has spammed, the affiliate account may be permanently terminated after investigation.

- Content posted on free blog websites for the sole purpose of keyword spamming, or comments posted to legitimate blogs that violate the comment policy of the blog owner.
- Solicitations posted to chat rooms, or to groups or individuals via Internet Relay Chat or “Instant Messaging” system;
- Certain off-line activities that, while not considered Spam, are similar in nature, including distributing flyers or leaflets on private property or where prohibited by applicable rules, regulations, or laws.

FluidSecure, may undertake, at its sole discretion and with or without prior notice, the following enforcement actions:

- Account Termination: Upon the receipt of a credible complaint, the FluidSecure Affiliate Program manager may investigate the complaint, and if necessary, will then terminate the affiliate account of the individual implicated in the abuse. Termination results in the immediate closure of the member and affiliate account, the loss of all referrals, and the forfeiture of any unpaid money on account. At FluidSecure discretion, termination may not only result in being banned from the affiliate program, but also being banned from ANY other internal affiliate programs.
- If you wish to report a violation of our Anti-Spam Policy, please forward all relevant evidence to our customer service department at info@fluidsecure.com

12. Affiliates Referral of Other Affiliates

Affiliates may sign up other Affiliates, and if approved by FluidSecure, will receive a finder’s fee, after the new Affiliate’s first sale, as a flat fee or a percentage of all of the new Affiliate’s sales. This will be on a case-by-case basis and be determined the Director of Sales. It is up to the Affiliate to contact the Director of Sales, via email at info@fluidsecure.com before the new Affiliate signs up.

13. Relationship of Parties

Affiliates are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliates have no authority to make or accept any offers or representations on our behalf. Affiliates will not make any statement, whether on their sites or otherwise, that reasonably would contradict this statement.

13. Term and Termination

The term of this Agreement will begin when you accept and will end when terminated by either party. Either FluidSecure or the affiliate may terminate this Agreement at any time, with or without cause. Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove from Affiliate’s Web Site, all links to the FluidSecure websites, and all FluidSecure trademarks and logos, other FluidSecure marks and all other materials provided in connection with this program. Upon termination all commissions will end. And outstanding commissions from paid systems will be paid to affiliate.

14. Limitation of Liability

FluidSecure will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, expenditures, or data) arising in connection with this Agreement or the Program, 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 commissions paid or payable to the affiliate under to this Agreement.

15. Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program or an affiliate’s potential to earn income from the Affiliate Program. In addition, we make no representation that the operation of the websites or the Affiliate links will be uninterrupted or error-free, and FluidSecure will not be liable for the consequences of any interruptions or errors.

16. Miscellaneous

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.

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.

By signing up with the FluidSecure Affiliate Program, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

Agreed,

Affiliate

FluidSecure

Signature and Title

Signature and Title

Date

Date

Email back to: info@fluidsecure.com or fax to: 850-656-8265