

## PROFITX.COM AFFILIATE AGREEMENT TERMS OF SERVICE

This Agreement is entered into by and between Fiscal Group, Inc. (hereinafter "Company"), owner of the [www.profitx.com](http://www.profitx.com) Internet website ("Company Website") and the applicant/participating member of the affiliate program described below ("Affiliate"). Affiliate access to the Company Website including, without limitation, the affiliate program described below ("Affiliate Program"), is conditioned upon acceptance, without Affiliate's modification of the following terms, conditions, and notices. Company reserves the right, in its sole discretion, to change the terms and conditions of this Agreement at any time. Any and all changes to this Agreement become effective upon posting on the Company Website. Affiliate is solely responsible for regularly reviewing these terms and conditions and any additional terms posted on the Company Website. Affiliate's continued participation in the Affiliate Program constitutes the Affiliate's agreement to all such additional and/or revised terms and conditions.

### 1. Term and Termination.

A. The term of this Agreement will begin upon Company's acceptance of Affiliate's request form (described in Section 2 below) and will end when terminated by either party ("Term"). Either party may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by electronic mail ("Email") to the most recent Affiliate email address listed in Company's records is considered sufficient notice for Company to terminate this Agreement. In the event that this Agreement is terminated without cause, in the sole discretion of the Company, Affiliate shall be eligible to receive payment for all commissions earned prior to the date of notice of termination. Affiliate shall not be eligible to receive any payments under this Agreement, even for commissions earned prior to the date of termination, if, in the sole discretion of the Company, such termination is the result of a violation of the terms and conditions of this Agreement and/or the result of a violation of local, state or federal law(s).

B. This Agreement may be terminated by Company if the Affiliate fails to generate traffic (as described in Section 3 below) for any consecutive sixty (60) day period. In the event of termination for such failure, Affiliate will be eligible to apply for a new account.

C. The following activities shall be grounds for immediate termination of this Agreement, in the sole discretion of the Company, as it relates to Affiliate, the Affiliate Program and the Affiliate's account and may result in permanent withholding of payment:

i) Any form of unsolicited commercial email (i.e. "spamming") generated by the Affiliate account including, but not limited to, spamming conducted by Internet Relay Chat postings, newsgroups, and/or instant messaging clients;

ii) Publishing, transferring, reassigning, disclosing, distributing, or permitting any other person to use the Affiliate account and Affiliate Program membership;

iii) Providing inaccurate or incomplete information to Company concerning Affiliate's identity, bank account, address or other required information; iv) Attempts to defraud or mislead Company in any way that may be attributed to the Affiliate account;

v) Misrepresenting to the public the terms and conditions of the Company's approved websites or of the terms and conditions of Affiliate's site(s);

vi) Promotion of Company approved websites by Affiliate on password sites, MP3 sites or pirated software (i.e. "warez") sites;

vii) Affiliate owning or operating an adult-oriented website in connection with a person who is under eighteen (18) years of age, and/or under the age of majority in states, provinces or countries where the age of majority is greater than eighteen (18) years of age;

viii) Inclusion of stolen, illegal or unauthorized content (including, but not limited to, child pornography, bestiality or other obscene matter) on Affiliate site(s); and

ix) Affiliate operating from a foreign country from which Company will not accept accounts including, but not limited to:

Afghanistan, Albania, Armenia, Azerbaijan, Belarus, Brazil, Bulgaria, China, Costa Rica, Croatia, Cuba, Czech Republic, Estonia, Georgia, Hungary, India, Indonesia, Iran, Iraq, Israel, Japan, Jordan, Kaliningrad, Kazakhstan, Korea, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lithuania, Malaysia, Moldova, North Korea, Oman, Pakistan, Qatar, Philippines, Romania, Russia, Saudi Arabia, Singapore, Slovakia, Slovenia, Sudan, Syria, Taiwan, Tajikistan, Thailand, Turkey, Turkmenistan, Ukraine, United Arab Emirates, Uzbekistan, Yemen and Yugoslavia.

## 2. Banner Ads, Request Forms and Websites.

A. During the Term of this Agreement, Affiliate agrees to direct Internet traffic to the Company Website and/or ProfitX Websites (as defined in Section 3 below) by referring visitors to said websites via Internet banner advertisements ("Banner Ads"). The placement of Banner Ads on the Affiliate's website ("Affiliate Website") will be conditioned upon the Affiliate's submission of a properly completed and Company approved request form ("Request Form"). Request Forms can be accessed at <http://www.profitx.com/join.html>. Affiliate agrees and understands that payment for, and placement of, the Banner Ads will be subject to any additional terms and conditions contained in the Request Form, which may be altered by Company, at any time, in its sole discretion, without notice to Affiliate.

B. Each party shall be solely responsible and liable for the development, operation and maintenance of its respective websites and for all material, content, products and services appearing/offered on such websites. Affiliate agrees that the Company shall not be deemed a publisher of the various products, services, and/or content available for purchase or viewing on the Affiliate Website and/or ProfitX Websites (as defined in Section 3 below). Furthermore, Affiliate agrees that the Company shall have no responsibility or liability, whatsoever, for the quality or content of any products, services and/or content as advertised on ProfitX Websites (as defined in Section 3 below) and/or Affiliate and any third parties on the Affiliate Website.

C. Company is not responsible for, and Affiliate shall indemnify and hold Company harmless for, any and all liability associated with, the accuracy, copyright compliance, legality and/or decency of any content located on the Affiliate Website. If Company receives a complaint related to Affiliate content, the Affiliate's account and participation in the Affiliate Program may be suspended or terminated, in the sole discretion of the Company. In most cases, the Company will investigate the alleged abuse and, if a violation is deemed to have occurred, any outstanding commission payments may be permanently withheld by Company. Company reserves the right, in its sole discretion, without liability, to reject, omit or terminate any Banner Ad, for any reason, at any time, with or without notice to the Affiliate, and whether or not such Banner Ad was previously acknowledged, accepted, published and/or uploaded by Company.

## 3. Payment.

A. For the purposes of this Agreement, "ProfitX Website" shall mean those Internet websites that are listed in the Company's "Site Portfolio" section, accessible at <http://www.profitx.com/portfolio.html>. For the purposes of this Agreement, "Unique Click" shall mean a distinct Internet Protocol address directed to the Company Website and/or ProfitX Website by a Banner Ad placed on the Affiliate Website that has not accessed the Company Website and/or ProfitX Website for the previous twenty-four (24) hour period. For the purposes of this Agreement, "Sign-Up" shall mean registration and membership in an ProfitX Website program that directly results from Unique Clicks. For the purposes of this Agreement, "Active Webmaster" shall mean a person or entity owning or operating one or more websites which prominently feature adult-oriented content that refers at least one Sign-Up to an ProfitX Website. For the purposes of this Agreement, "Web900 Sale" shall mean a billing method whereby the Company permits third parties to pay for various services via 3250 billing (i.e. telephone-billed charges).

B. Commissions due and owing to Affiliate will be paid by Company on a bi-weekly basis. Pay periods are fourteen (14) day periods running from Sunday to Saturday ("Pay Period"). Payout is processed on each Sunday following the end of the previous Pay Period. Payment shall be remitted to Affiliate on each Monday, excluding national holidays. In the event of a national holiday falling on a Monday, payment will be remitted on the following business day. Affiliate will have the option to elect to be paid either by check or wire transfer. Payment is contingent on Affiliate submission of a properly completed and approved Request Form, which must include a verifiable street address. Company reserves the right not to send commission checks to post office boxes.

C. Once approved for participation in the Affiliate Program, the Affiliate must select one of the following four (4) commission payment options:

i) Per Unique Click: Company will pay Affiliate a commission equal to ten cents (\$.10) per Unique Click; provided however, that Affiliate must convert at a rate equal to or better than one (1) Sign-Up for every five hundred (500) Unique Clicks (1:500). Affiliate will receive an additional fee of fifteen dollars (\$15.00) on every Web900 Sale that is generated from the Affiliate Website. In the event that the Affiliate conversion rate falls below the aforementioned level, Affiliate will automatically be placed in the Per Sign-Up program as described below.

ii) Per Sign-up: Company will pay Affiliate a commission equal to twenty five dollars (\$25.00) per Sign-Up, up to a maximum of fifty (50) Sign-Ups per Pay Period. Affiliates shall receive a commission of thirty dollars (\$30.00) for each Sign-Up that exceeds fifty (50) Sign-Ups per applicable Pay Period.

iii) 60/40 Partnership: Company will pay Affiliate sixty percent (60%) of all revenue generated as a direct result of Unique Clicks to ProfitX Websites, less applicable processing fees, chargebacks, refunds and membership revocations. Affiliate will also receive a fee of fifteen dollars (\$15.00) on every Web900 Sale that is generated as a direct result of Unique Clicks.

iv) \$25.00 Webmaster: Affiliate will receive twenty-five dollars (\$25.00) for each Active Webmaster that registers for the Affiliate Program as a direct result of Unique Clicks; provided, however, that Affiliate will not be paid for referring webmaster(s) unless the applicable webmaster(s) become(s) active by referring at least one Sign-Up to an ProfitX Website.

D. Tracking of Unique Clicks, Sign-Ups, revenue generated and commissions earned by the Affiliate shall be determined in the sole discretion of the Company. No commission will be paid for Unique Clicks and/or Sign-Ups if the traffic directed to the Company Website and/or ProfitX Websites results from the fraudulent efforts of the Affiliate, the Affiliate's family or anyone within the Affiliate's organization, as determined in the sole discretion of the Company. Commission







