

LMBe Solutions LLC

Affiliate Reseller Program Terms and Conditions

This Affiliate Reseller Program Agreement is between LMBe Solutions LLC, a California, U.S.A. Limited Liability Corporation ("LMBe Solutions LLC") and you (the "Reseller") (collectively referred to herein as the "Parties"), regarding your application to and participation in, the LMBe Solutions Affiliate Program (the "Affiliate Program") as an affiliate of LMBe Solutions (an "Affiliate"), and the establishment of links from your website to our website, <https://www.KidsGotWeb.com>. If You have registered for or on behalf of an entity, you are deemed to have accepted this Agreement on behalf of that entity.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

These Terms and Conditions govern the respective rights and obligations of LMBe Solutions LLC. ("LMBe Solutions LLC") and the program participant (the "Reseller") identified in the program application completed by the Reseller and submitted to LMBe Solutions LLC (the "Program Application"). These Terms and Conditions apply to the Reseller's participation in the program identified in the Program Application, and any other program in which LMBe Solutions LLC may accept the Reseller's participation (in any such case, the "Program").

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

A. Definitions

"Referred Customer" - Each new and unique customer referred from Affiliate through a Link (as defined in Section B) that provides valid account and billing information.

"Affiliate" - The business, individual, or entity applying to or participating in the Affiliate Program, or that displays KidsGotWeb products and Services and/or promotions on its website, or other means, using an affiliate tracking coding exchange for receiving a commission from LMBe Solutions for sales directly resulting from such display.

"Affiliate Site" - The Affiliate's website which displays KidsGotWeb Products and Services and/or promotions.

"KidsGotWeb Products and Services" – Website Accounts for Kids that are available for purchase from LMBe Solutions.

"Commission Fees" - The amount you will be paid for each Qualified Purchase by a Referred Customer that you refer to LMBe Solutions subject to the Commission Threshold and pursuant to the terms of this Agreement.

"Qualified Purchase" - A sale of LMBe Solutions Products and Services by LMBe Solutions, with a term of three (3) months or longer, to a Referred Customer that is not excluded under Section F.

B. Enrollment in the Affiliate Program

- a. To begin the enrollment process, you must submit a completed Affiliate Program Signup Form. The Signup Form can be found at www.KidsGotWeb.com/indexaffiliate.php
- b. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that your website is not suitable for the Affiliate Program for any reason, including, but not limited to, its inclusion of content that is, in our opinion, unlawful or otherwise violates our Acceptable Use Policy [www.KidsGotWeb.com/ag/LMBe Acceptable Use.pdf](http://www.KidsGotWeb.com/ag/LMBe%20Acceptable%20Use.pdf)
- c. If we reject your application, for any reason, you may not re-apply to the Affiliate Program utilizing the same domain name/URL or reapply using a different domain/URL name and then add the previously rejected domain name/URL to your affiliate account. LMBe Solutions, in its sole discretion, reserves the right to notify any prospective affiliate of their rejection or removal from the Affiliate Program at any time.

C. Program Overview

LMBe Solutions LLC Affiliate Reseller Program allows organizations and individuals the opportunity to sell LMBe Solutions KidsGotWeb[™] product in exchange for a commission.

D. Promotion of Our Affiliate Relationship

a. Use of Links. If you qualify and agree to participate as an Affiliate, we will make a variety of graphic and textual links available to you (each referred to herein as a "Link" or collectively, as the "Links"). The Links will serve to identify your website as a member of the Affiliate Program and will establish a link from your website or e-mail to LMBe Solutions' KidsGotWeb website. You agree to cooperate fully with us in order to establish and maintain such Links. You further agree that your use of the Links must be in compliance with this Agreement at all times. LMBe Solutions may modify the Links from time to time in its sole discretion. You will not use graphic or textual images (indicating a Link) or text messages to promote LMBe Solutions that are not approved in advance by LMBe Solutions. All Affiliate Sites shall display the Links prominently in relevant sections of their website. Furthermore, you agree not to use cookie stuffing techniques that set the affiliate tracking cookie without the Referred Customer's knowledge (e.g. iframe). Any information with respect to LMBe Solutions that is going to be displayed on the Affiliate Site must be pre-approved by LMBe Solutions in writing.

b. Discounts and Coupons. You are not allowed to post any refunds, credits or discounts on the LMBe Solutions Products and Services, or other content concerning LMBe Solutions without LMBe Solutions' prior written consent in each instance. Affiliates may only use coupons and discounts that are provided exclusively through the Affiliate Program using banners and links. Each Link

connecting users of the Affiliate Site to the pertinent area of the LMBe Solutions website will in no way alter the look, feel, or functionality of the LMBe Solutions website. Any violations of the terms surrounding links, coupons, refunds, credits or discounts shall constitute a material breach of this Agreement, and may result in your termination from the Affiliate Program or the withholding of Commission Fees.

E. FTC Endorsement Compliance

- a. It is the intent of LMBe Solutions to treat all of our customers fairly. Accordingly, we require all LMBe Solutions Affiliates to comply with applicable laws, regulations and guidelines concerning advertising and marketing, including without limitations, the Federal Trade Commission (FTC) Endorsement Guides <http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>, which require that material connections between advertisers and endorsers be disclosed. This means that all Affiliate Sites (e.g. directories, review/rating websites, blogs, and other websites) and any email or collateral that provide an endorsement or assessment of LMBe Solutions KidsGotWeb Product must prominently disclose the fact that you receive compensation for Referred Customers.
- b. LMBe Solutions reserves the right to withhold Commission Fees and cancel the affiliate relationship with you should we determine, at our sole discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations or guides that we deem relevant.

F. Eligibility to earn commissions:

- a. “Referred Customer” generated via the “resellers” link who subscribe for a continuous period of 3 months.

G. Terms of Payment

- a. A one- time payment of \$5.00 for each “Referred Customer”. Payment for the commissions earned, will be made on a monthly basis. For example, eligible earnings for March, would be mailed by April 15th.
- b. LMBe Solutions LLC will handle all billing and fulfillment for clients. We'll bill the referred clients directly.
- c. You understand and agree that you are acting as an independent contractor and as such will be responsible for your own taxes and any other tax liabilities that affect the sales of our product in your state.
- d. We are not responsible for any errors that may be present Program Application.
- e. For each “Referred Customer” that signs up for a LMBe Solutions KidsGotWebtm account via the “resellers” link, LMBe Solutions LLC will send a confirmation email to your email address. An LMBe Solutions LLC sales representative will contact the prospect to complete the ordering process (if needed) and handle all the relevant details. LMBe Solutions LLC reserves the right to negotiate with the user on a private basis.
- f. We will not make a referral payment for any transaction for which payment has not been fully received, or for any transaction that has been rejected for any reason.
- g. We are never responsible for paying any interest to the Reseller for accrued but not yet delivered Referral Payments.
- h. If the transaction incurs a chargeback, or if the transaction is not completed in every way, no Referral Payment is due to the Reseller. If one has already been

paid, then it will be deducted from an active Reseller accrued Referral Payments; otherwise it will become due immediately from the Reseller (or former Reseller).

- i. All payments are in US currency.

H. Commission Determination; Qualified Purchase

- a. Commissions will be calculated based on the commission rates described in Section G for each Qualified Purchase. A "Qualified Purchase" does NOT include the following:
 1. A purchase by a Referred Customer that has transferred from any LMBe Solutions partners or subsidiaries.
 2. A purchase by a Referred Customer who is also associated with any LMBe Solutions reseller, referral, or other program.
 3. A purchase by a Referred Customer that is not up to date on its payments or is subject to a refund, referral, or other program.
 4. A purchase that was completed prior to the Affiliate joining the Affiliate Program or was not tracked properly through an Affiliate Link.
 5. A purchase by a Referred Customer that has not been in good standing for a period of at least thirty (30) days or is in violation of LMBe Solutions's Terms of Use [kidsgotweb.com/ag/LMBe Solutions Terms of Use.pdf](http://kidsgotweb.com/ag/LMBeSolutionsTermsOfUse.pdf), Policy [kidsgotweb.com/ag/terms/LMBe Solutions Privacy Policy.pdf](http://kidsgotweb.com/ag/terms/LMBeSolutionsPrivacyPolicy.pdf), or other applicable policies at the time the Commission Fees accrue.
 6. A purchase that LMBe Solutions suspects, in its sole discretion, is the result of fraud, which shall include but is not limited to, the use of software that generates real and fictitious information, multiple accounts from the same customer, or the referral of accounts that do not comply with this Agreement.
 7. A purchase referred by an Affiliate that has an excessive cancellation rate as determined in LMBe Solutions' sole discretion.
 8. A purchase by a Referred Customer if the Referred Customer was offered or received coupons, refunds, credits or discounts from the Affiliate.
 9. A purchase by a Referred Customer if the Affiliate or Referred Customer is in or is promoting a business-opportunity program (as determined by us in our sole discretion), using marketing practices that we deem to be unethical or likely to attract fraudulent signups and/or signups with a very low likelihood of renewal.
 10. A purchase by a Referred Customer who received a popup with a discounted offer, while leaving KidsGotWeb.com website during their purchase.
 11. A purchase by a Referred Customer engaging in "Domain Speculation," which is determined by the identification of two (2) web hosting accounts with the same Referred Customer's name, email address, or other identifying characteristics as determined by LMBe Solutions and/or the identification of two (2) or more web hosting accounts that have content on their websites or have

similar content, templates or formatting, as determined by LMBe Solutions, in our sole discretion.

- I. LMBe Solutions reserves the right to withhold payment to Affiliates who have commissions that are potentially fraudulent as determined by LMBe Solutions in its sole discretion, to determine the legitimacy and cancellation rates of Referred Customers.
- J. LMBe Solutions reserves the right to suspend the payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms of this Agreement by the Affiliate or a Referred Customer. LMBe Solutions reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled purchases.
- K. LMBe Solutions reserves the right to immediately cancel or withhold for later review any Commission Fee that fails to meet the criteria of a "Qualified Purchase." Affiliate is responsible for monitoring the payment, denial and, withholding of Commission Fees. LMBe Solutions is not obligated to actively notify Affiliates of the status of Commission Fees. If Affiliate has a question about a Commission fee that has been cancelled or withheld, Affiliate has thirty (30) days from the day of the payment would have been due to contact LMBe Solutions to request that the Commission Fee be paid. Any changes to decisions about cancelled or withheld Commission Fees are strictly made in LMBe Solutions's sole discretion. Commissions for any Referred Customer who is associated with any LMBe Solutions reseller, referral or other program may not be considered a Qualified Purchase. In other words, you may not receive double commissions or compensation.
- L. In the event that the Referred Customers that are referred to LMBe Solutions by an Affiliate are determined to have an excessive cancellation rate, as determined by LMBe Solutions in its sole discretion. LMBe Solutions reserves the right to withhold or decline pending and future Commission Fees to such Affiliate.
- M. Any attempt by an Affiliate to manipulate, falsify or inflate the Referred Customers, Qualified Purchases, or Commission Fees to intentionally defraud LMBe Solutions or any violation of the terms of this Agreement constitutes immediate grounds for LMBe Solutions to terminate the Affiliates participation in the Affiliate Program and will result in the forfeiture of any Commission Fees due to the Affiliate.

N. Data Security

In addition to the obligations set forth in Section D (FTC Endorsement Compliance), Affiliate shall comply with all applicable data protection laws regarding the transmission of data exported to or from the United States or the country in which Affiliate resides, including without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "GDPR"). Affiliate, as a controller under the GDPR, shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purpose of processing any personal data. Affiliate agrees to promptly assist LMBe Solutions in complying with any data subject rights request under the GDPR that LMBe Solutions may receive from any individuals referred to LMBe Solutions by Affiliate. Affiliate further agrees to promptly assist LMBe Solutions in complying with any duties to cooperate with supervisory authorities under the GDPR.

O. Order Processing

LMBE Solutions will process orders placed by Referred Customers who follow the Links from an Affiliate Site to LMBE Solutions' KidsGotWeb site. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements that we may establish from time to time. All aspects of order processing and fulfillment, including LMBE Solutions KidsGotWeb product, cancellation, processing, refunds and payment processing will be our responsibility. We will track the Qualified Purchases generated by your Affiliate Site and will make this information available to you through our website. To permit accurate tracking, reporting, and commission accrual, you must ensure that the Links between your website and our website are properly formatted.

P. Obligations Regarding Your Affiliate Site

1. You are solely responsible for the development, operation, and maintenance of your Affiliate Site and for all materials that appear on your Affiliate Site. Such responsibilities include, but are not limited to, the technical operation of your Affiliate Site and all related equipment; creating and posting product reviews, descriptions, and references on your Affiliate Site and linking those descriptions to our website, the accuracy of materials posted on your Affiliate Site (including, but not limited to, all materials related to LMBE Solutions KidsGotWeb Products); ensuring that materials posted on your Affiliate Site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters.
2. We have the right in our sole discretion to monitor signups through your Affiliate Site from time to time to determine if you are in compliance with the terms of this Agreement. If you are not in compliance, we may terminate your participation in the Affiliate Program effective immediately.

Q. Reports of Qualified Purchases

You may log into your affiliate console to review your click through and potential Qualified Purchases statistics on a daily basis. The potential Qualified Purchases shown in this report have not been reviewed to confirm they meet all criteria for Qualified Purchases. As such, Commission Fees may not be issued for all Referred Customers that appear in the affiliate console.

R. LMBE Solutions Responsibilities

We will provide all of the information necessary for you to make Links from your Affiliate Site to our site. LMBE Solutions will be solely responsible for order processing (including processing, cancellations, and refunds) for orders for LMBE Solutions KidsGotWeb Product placed by a Referred Customer following a Link from your Affiliate Site, for tracking the volume and amount of Qualified Purchase statistics. LMBE Solutions will be solely responsible for all order processing, including but not limited to payment processing, cancellations, refunds, and related LMBE Solutions service.

S. Policies and Pricing

Referred Customers who buy LMBe Solutions KidsGotWeb Products through our affiliate network are deemed to be LMBe Solutions Customers. LMBe Solutions Terms and Conditions, rules, policies, and operating procedures will apply to such customers. We may change our policies, pricing, and operating procedures at any time. For example, LMBe Solutions determines the prices to be charged for LMBe Solutions Products and Services sold through the affiliate network in accordance with our own pricing policies. Prices and availability of LMBe Solutions KidsGotWeb Products may vary from time to time, from affiliate to affiliate, and from region to region. Because price changes may affect products that you have listed on your Affiliate Site, you may or may not be able to include price information in your product descriptions. We will use commercially reasonable efforts to present accurate information on our website, but we cannot guarantee the availability or price of LMBe Solutions KidsGotWeb product.

T. Emails and Publicity

You shall not create, publish, transmit or distribute, under any circumstances, any bulk email messages (also known as "SPAM") without prior written consent from LMBe Solutions, to be granted or denied in LMBe Solutions's sole discretion, in each instance. Additionally, you may only send emails containing a LMBe Solutions KidsGotWeb product affiliate link and or a message regarding LMBe Solutions or LMBe Solutions' Affiliate Program to people who have previously consented to receiving such communications from you. Your failure to abide by this Section I, the CAN-SPAM Act of 2003, our Anti-Spam Policy, and all applicable laws relating to email communications, in any manner, will be deemed a material breach of this Agreement by you and will result in the forfeiture by you of any and all rights you may have to any commissions and the termination of your participation in the Affiliate Program. Further, if your account has excessive clicks in a very short period of time as determined by LMBe Solutions in its sole discretion, the Affiliate relationship may be terminated.

U. Licenses and Use of LMBe Solutions Logos and Trademarks

Subject to the limitations set forth in Section I above and otherwise in this Agreement, we grant you a non-exclusive, non-transferrable, revocable license to (i) access our website through the Links solely in accordance with the terms of this Agreement and (ii) solely in connection with such Links, to use

LMBe Solutions KidsGotWeb trademark and logo and similar identifying material provided by us (collectively, the "Licensed Materials"), for the sole purpose of selling LMBe Solutions Products and Services on your Affiliate Site and as approved in advance by us. You may not alter, modify, or change the Licensed Materials in any way. You are only entitled to use the Licensed Materials while you are an Affiliate in good standing and in compliance with all of the terms of this Agreement.

You shall not use the Licensed Materials for any purposes other than selling LMBe Solutions Products and Services, without first submitting a sample to us and obtaining the express prior written consent of LMBe Solutions in each instance. You shall not use the Licensed Materials in any manner that is disparaging or that otherwise portrays LMBe Solutions, any hosted member of LMBe Solutions or any LMBe Solutions' employee or representative in a negative light. We reserve all of our rights in the Licensed Materials and your license to use such material is limited to the manner described herein. We may revoke your license at any time, by giving you

written notice. If not previously revoked, this license shall immediately terminate upon the termination of your participation in the Affiliate Program.

You grant to us a non-exclusive license to utilize your name, title, trademarks, and logos (the "Affiliate" Trademarks") in any advertisement or other materials used to promote LMBe Solutions KidsGotWeb product and the Affiliate Program, provided that LMBe Solutions use of the Affiliate Trademarks is not required and is at its sole discretion. This license shall terminate upon the termination of your participation in the Affiliate Program.

V. Term and Termination

1. The term of this Agreement will begin upon our acceptance of your Affiliate Program application and will end when terminated by either party (the "Term"). Either party may terminate this Agreement at any time, with or without cause.
2. You are only eligible to earn Commission Fees on Qualified Purchases occurring during the Term. Commission Fees earned prior to the date of termination will be eligible for commissions only if the orders for the related LMBe Solutions KidsGotWeb Products and Services are not cancelled within three(3) months and comply with all of the terms of this Agreement. We may withhold your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by LMBe Solutions in its sole discretion.
3. Any Affiliate who violates this Agreement, LMBe Solutions Terms and Conditions, or any applicable law will immediately forfeit any right to any and all accrued, but not yet received, Commission Fees and will be immediately removed from the Affiliate Program.
4. LMBe Solutions reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at any time for any reason, in LMBe Solutions sole discretion.

W. Modification

We may notify this Agreement at any time in our sole discretion; provided that the change shall solely apply to events occurring after the date on which you accept and agree to such modifications unless you otherwise agree herein. Such modifications shall take effect when posted on our website. Modifications may include, but are not limited to, changes in the scope of available Commission Fee, commission amounts or percentages, payment procedures, Commission Fee payment schedules, and Affiliate Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement, in which event you shall be entitled to your rights under the unmodified Agreement prior to the date of the applicable modification. Your continued participation in the Affiliate Program following our posting of any modifications on our website will constitute binding acceptance of the change.

X. Copyright & Intellectual Property

- a. LMBe Solutions LLC will vigorously protect any and all of our title, ownership, and intellectual property rights. All such rights shall remain with LMBe Solutions LLC and are protected by International copyright laws and treaties.

- b. This agreement gives you no rights to any content on the LMBe Solutions LLC web site unless we grant you permission in writing. This permission will be for specific use only.
- c. Your web site is your property and you own it. LMBe Solutions LLC claims no right to ownership of any of your web site or its content.
- d. LMBe Solutions LLC grants you the right to use the LMBe Solutions LLC name (including the titles of the products it has produced) only in conjunction with approved marketing materials.
- e. You are responsible to ensure that your advertising obeys all applicable copyright and trademark laws. You may not infringe on anyone's copyrights.
- f. LMBe Solutions LLC is not responsible and is to be held harmless for Reseller's misuse of any copyrighted material.
- g. LMBe Solutions LLC will provide you with reasonable support.

Y. Modification of this Reseller Agreement

This agreement may be modified at any time by us, in our sole discretion, by modifying our web site. Continued participation in the Reseller program constitutes an agreement with its then-current rules and information, posted at our web site.

Z. Indemnification

You agree to indemnify LMBe Solutions LLC and hold LMBe Solutions LLC harmless against any and all liabilities, cost, and expenses, including reasonable attorney's fees related to or arising from: (i) your use of the LMBe Solutions LLC Service in a way that is prohibited or restricted under this agreement; (ii) any breach by you of this agreement.

AA. Miscellaneous

(a) This Agreement shall be governed by and construed in accordance with U.S. federal and California laws, excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation that provides that the language of a contract shall be construed against the drafter shall not apply to this Agreement. You agree to submit to the exclusive jurisdiction of the federal and state courts of the state of California, which are located in San Francisco, CA. If local laws prohibit your participation in any part of the LMBe Solutions LLC Service, or use of them, then you are responsible for complying with such laws and the terms of this Agreement.

(b) Any and all disputes between you and LMBe Solutions LLC will be settled by arbitration in Oakland, CA, in accordance with the regulations of the American Arbitration Association then in force, and you agree that all negotiations, discussions, and settlements shall be subject to obligations of confidentiality and shall not be disclosed to any third party.

(c) If any provision(s) of this Agreement is held to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

(d) All notices to you shall be in writing and shall be made either via email or conventional mail, or by posting such notices on the LMBe Solutions LLC Service. LMBe Solutions LLC may broadcast notices or messages through the LMBe Solutions LLC Service to inform you of changes to this Agreement, the LMBe Solutions LLC Service, or other matters of importance; such broadcasts shall constitute notice to you. All notices to LMBe Solutions LLC from you must be made in writing via email addressed to support@lmbesolutions.com.

(e) LMBe Solutions LLC 's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by LMBe Solutions LLC in writing.

(f) This Agreement comprises the entire agreement between you and LMBe Solutions LLC and supersedes all prior agreements between the parties regarding the subject matter contained herein.

(g) Your affiliation in the LMBe Solutions LLC Service and any of your rights hereunder may not be assigned or transferred to any third party. LMBe Solutions LLC reserves the right to assign this agreement to any third party that acquires all or substantially all of its relevant business or assets.

(h) The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

(i) You represent and warrant that you are over the age of 18 years, have read this Agreement, and agree to be bound by its terms and conditions.