

PSTEC Affiliate Agreement

This Affiliate Agreement (the "Agreement") is made by and between PSTEC, LLC ("Merchant"), and you, as an Affiliate ("You", "Your", "Affiliate") utilizing the PSTEC Products and Services and Joint Venture Products made available through this Program.

You must agree to abide by the terms and conditions contained in this Agreement in order to participate. Please read this Agreement carefully before registering and using the Service as an Affiliate. By signing up for the PSTEC Affiliate Program, You indicate Your acceptance of this Agreement and its terms and conditions. If You do not accept this Agreement, do not use the PSTEC Products and Services as an Affiliate.

SUMMARY

The following agreement is summarized as follows:

- You place the Merchant's banners, buttons, headers and links anywhere on Your site as You see fit, or within non-spam emails. You may place banners or links within Your newsletters, in content of Your website, or within other web related content.
- We may email You concerning new merchant programs.
- You will not process sales to yourself, another profile, pseudonym, or alias in order to secure commissions on sales to yourself to gain a discount on PSTEC Products.
- We reserve the right to change the service as necessary.
- Sites that promote violence, discrimination, illegal activity, hate, or other related sites are not allowed.
- **You will be paid Your commissions, at such time as Your account balance is \$20** or more on the 15th of the month following the month in which transactions are completed (i.e. for sales credited to Your Affiliate account in January, You would be paid on or before February 15th of the same year). If, at the end of the year, your balance remains below \$20, then your commission will be converted to a coupon that you can use toward PSTEC Product Downloads (not CD's) or PSTEC may delete the owed commissions. This is solely based upon PSTEC's discretion.
- All payments are made via PayPal, no exceptions.
- All statistics are collected and calculated by Merchant, and will be the only valid stats used for determining commissions.
- Based upon the statistics as collected by the Merchant, You will earn the net affiliate commission which is equal to the sales price less the Paypal transaction fee (based upon current charges by Paypal which are not under the direct control of Merchant and may be subject to change) multiplied by the affiliate commission rate at the time of the sale. For example, if the sales price is \$37 and the Paypal fees are \$2, then the net revenue is \$35. If You used the proper affiliate links in Your promotion and the affiliate commission is 50% at the time of the sale, then You would earn 50% of \$35, or \$17.50.

Note: These figures are only an example. Be sure to review the current affiliate commission rates posted at:

<http://pstecaudiosource.org/affiliates>

Affiliate... You are 100% responsible for referring prospects to Merchant using the correct affiliate links provided by Merchant in Affiliate's PSTEC Account.

Be careful and sure of the links You are using to refer Your prospects as the tracking is embedded in the links. Check and double check the links.

There is adequate video training on how to use the links on the Merchant's Affiliate web site. If You have questions, be sure to contact Merchant via the "Contact and Support" web page.

Refer to the Merchant's Affiliate web site for current affiliate commission rates, training, tools and support:

<http://pstecaudiosource.org/affiliates>

- You won't hold Merchant liable for anything. A link to a non-Merchant web site does not mean that Merchant endorses or accepts any responsibility for the content or the use of such web site.
You cannot SPAM. You cannot SPAM. You cannot SPAM.
- We will terminate Your account on the first offense of SPAMMING. Do not send emails to lists or groups that You do not have permission to send to. We cannot stress this enough, we WILL terminate Your account on the first offense and Your commissions will be 100% forfeited.
- Fraud is a serious offense, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of creating commissions. ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN MEMBERSHIP TERMINATION AND VOIDED COMMISSIONS.

Failure to abide by these rules could mean termination from the Merchant program, or from Merchant completely with a complete forfeit of commissions.

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PRIVACY POLICY

Merchant respects the privacy of its users and will not disclose personal information to third parties without the express permission of Affiliate. If You have any questions please contact us.

AFFILIATE PAYMENT

You will receive a Commission for sending us authorized sales, leads, and/or clicks via Your Links. You understand that the Payout amount may be changed at any time. Based upon the statistics as collected by the Merchant, You will earn a commission of the net revenue which is equal to the sales price less the Paypal transaction fee (based upon current charges by Paypal which are not under the direct control of Merchant and may be subject to change) and multiplied by the current affiliate commission rate at the time of the sale. You are responsible for determining if the Payout for a Link You have placed on Your site has changed or been discontinued. Payments are made automatically via PayPal when Your account balance reaches \$20 or more on the 15th of the month for the previous months' transactions. Money credited to Your Account does not accrue interest. In the event of a REFUND, Merchant may recover from You the corresponding Commission previously credited to Your Account. The REFUND Commission will be immediately deducted from Your Account balance. In the event that Your Account balance is less than the REFUND Commission, the REFUND Commission will be deducted against Your future earnings.

TAX INFORMATION

Affiliate must provide the proper personal and tax information as required by Merchant. If You do not provide the required information, Your commissions will be delayed indefinitely until those requirements are complete. Refer to the following web page for details on providing Your tax status to PSTEC, LLC ... <http://www.pstecudiosource.org/affiliates/affiliate-tax-information>

SERVICE AND SUPPORT

Merchant will provide support for the Service as indicated on the Merchant Affiliate web site.

EMAIL CONTACT

Merchant reserves the right to send e-mail to You for the purposes of informing You of applicable changes or additions to the Service or any Merchant related products and services.

CHANGES TO THE SERVICE

Merchant reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any material change, Merchant will notify You via e-mail, newsletter or the Merchant Web site at least 7 days prior to any such changes taking effect, at which time You may either agree to such changes or withdraw from the Service.

REGISTRATION

As part of the registration process, You will select an email address as Your username and a password will be assigned to You to use to access Your Affiliate Account within the Service (You may change the email or password associated with Your Account at any time). You shall provide Merchant with accurate, complete and updated registration information. You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to Your true identity. You agree that Merchant may rely on any data, notice, instruction or request furnished to Merchant by You which is reasonably believed by Merchant to be genuine and to have been sent or presented by a person reasonably believed by Merchant to be authorized to act on Your behalf. You shall notify Merchant of any known or suspected unauthorized uses of Your Account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Your username and password. You shall be responsible for maintaining the confidentiality of Your username and password and You are responsible for all usage and activity on Your Account, including use of the account by a third party authorized by You to use Your Account. Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by Merchant and referral to the appropriate law enforcement agencies.

ACCEPTED USE

You represent to Merchant that all content You provide to the Service is solely owned by You or provided by You with the express authority of the company You represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libelous, unlawful or otherwise objectionable. You shall not provide, promote, distribute, place or otherwise publish as an Affiliate of the Service any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law. As Merchant may not review all information provided by You, You shall remain solely responsible for Your content and Web site. As an Affiliate, You may not artificially inflate traffic counts to Merchant site(s) using any device, program, robot or other means, including but not limited to JavaScript pop-up windows and redirects. You may not click on Your own banners and/or links or submit multiple leads to Your Merchant partners.

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LIMITED WARRANTY

The Service, its operation, its use and the results of such use shall be performed in a workmanlike manner. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Merchant DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE, ITS USE AND THE RESULTS OF SUCH USE. WITHOUT LIMITING THE FOREGOING, Merchant SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE CORRECTED, (C) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (D) THAT THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT, OR (E) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. The Merchant will make reasonable commercial efforts to keep its transaction service operational during normal business hours. However, certain technical difficulties may, from time to time, result in temporary service interruptions. Affiliate understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold the Merchant liable for any of the consequences of such interruptions. MERCHANT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF ANY WEB SITE OF AFFILIATE OR AFFILIATE CUSTOMER DATA FILES OR SYSTEMS OR PROGRAMS THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. MERCHANT SHALL HAVE NO LIABILITY WITH RESPECT TO MERCHANT OBLIGATIONS HEREUNDER OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF MERCHANT HAS BEEN NOTIFIED OF SUCH DAMAGES. ANY LIABILITY OF MERCHANT HEREUNDER SHALL BE LIMITED TO THE REVENUE EARNED BY MERCHANT AS A DIRECT RESULT OF THIS AGREEMENT.

LIMITATION OF LIABILITY

Merchant OR ITS SUPPLIERS OR RESELLERS OR MERCHANTS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE Merchant SERVICE OR ANY INFORMATION PROVIDED ON THE Merchant WEB SITE OR ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF Merchant OR A Merchant AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEB SITE OR ANY HYPERLINKED WEB SITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, Merchant's LIABILITY IS LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW. THIS PARAGRAPH WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY.

You agree that Merchant, although the provider of the Service, has no responsibility or liability as a result of Your placement of authorized Links from Your Web site, and You, and the Merchant, jointly and severally agree to indemnify, defend, and hold harmless Merchant and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

Merchant agrees to indemnify, defend, and hold harmless Affiliate and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to Merchant's negligence or willful misconduct in performance of the Services or its breach of this Agreement.

NON-DISCLOSURE

Merchant acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of Your company. Merchant agrees not to disclose or disseminate the Confidential Information without Your prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of Merchant, that becomes available to Merchant from third parties without knowledge by Merchant of any breach of fiduciary duty, or that Merchant had in its possession prior to the date of this Agreement. Merchant does not collect information about a Merchant's customer transactions, other than what is passed to us through the installed tracking code and displayed on Your own transaction reports. Any information we receive is used solely for tracking and Commission payment purposes. Merchant reserves the right to be able to utilize this data in aggregate to analyze Service trends, monitor Service efficiencies, and perform such other analysis as Merchant deems appropriate.

OWNERSHIP AND LICENSES

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use Merchant provided trademarks and banners. All images, technology and content provided for Your use is and shall remain the sole property of the Merchant, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks,

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copyrights, patent rights or applications, tradenames and service marks related to the foregoing shall remain the Merchant's sole property, including rights in and to any derivatives thereof. You may not modify the trademarks, banners, the content or any of the images provided to You in any way.

The Merchant may immediately terminate Your license to use the marks if the Merchant reasonably believes that such use dilutes, tarnishes or blurs the value of their marks. You acknowledge that Your use of the marks will not create in You, nor will You represent that You have, any right, title or interest in or to the marks other than the license granted by the Merchant above. You will not challenge the validity of or attempt to register any of the marks or Your interest therein as a licensee, nor will You adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks. You acknowledge the Merchant's ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Merchant.

REPRESENTATIONS

Merchant makes no representations whatsoever about any other Web site which You may access through the Service. In addition, a link to a non-Merchant Web site does not mean that Merchant endorses or accepts any responsibility for the content or the use of such Web site.

NONASSIGNABILITY

Affiliate or Merchant may assign this Agreement to any successor or affiliate upon notice to the other party and mutual agreement between both parties.

FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

JURISDICTIONAL ISSUES

This Agreement shall be governed by United States law (except for conflict of law provisions). The exclusive forum for any actions brought in connection with this Agreement shall be in the courts in and for the United States and You consent to such jurisdiction. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.

MISCELLANEOUS

This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. **THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE IN YOUR PURCHASE ORDER.** If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.