



ROI Advantage®
Online Advertising Tracking System

Service Master Agreement

This ROIA™ Service Master Agreement (the "Agreement") is made by and between TrackingSoft, LLC, a Tennessee limited liability company ("TrackingSoft") and Customer, hereinafter collectively referred to as the Parties.

1. Background

TrackingSoft has developed and operates a service called ROIA™ (the "Service") that allows websites to run affiliate partner programs. Customer wishes to utilize the Service in exchange for a fee. Customer will establish independent and unrelated affiliate partnering arrangements with third party Affiliates.

2. Definitions

- 2.1. "Affiliate" is a third party who is rewarded for placing Customer's advertising on their website.
- 2.2. "Customer" means you, a Party to this Agreement who wishes to use the Service.

3. Changes to this Agreement

TrackingSoft may at any time change, modify, append or remove sections of this Agreement as it deems necessary at any time without notice. The most current version of this Agreement shall be post on the TrackingSoft and/or Affiliate Tracking website(s). At all times, Customer shall be responsible to abide by the terms outlined in the most current Agreement as so posted.

4. Changes to the Service

TrackingSoft may at any time change or modify the Service as it deems necessary at any time without notice.

5. Payments

- 5.1. Customer will pay all charges and fees according to the Rate Card which is available on the TrackingSoft website. Customer acknowledges that the Rate Card is updated from time to time and agrees to pay the most recently posted rates. The Rate Card is hereby incorporated into this Agreement by this reference.
- 5.2. Under no circumstances will TrackingSoft extend credit.
- 5.3. Under no circumstances will TrackingSoft grant a refund for a payment, including without limitation, when Customer terminates an account all funds paid for that account belong to TrackingSoft, regardless of when the payment was made relative to termination date.
- 5.4. When ordering or paying electronically via credit card:



- 5.4.1. TrackingSoft is authorized to preauthorize Customer's credit card in order to verify funds are available at the time of the order. The credit card will not be charged until Customer's account is setup in the Service.
- 5.4.2. TrackingSoft is authorized to charge Customer's credit card for the total of any setup fees, customization fees, and/or pro-rated monthly service fee once the Customer's account is setup in the Service.
- 5.4.3. TrackingSoft is authorized to charge Customer's credit card for any setup fees, customization fees, and/or monthly service fees on an ongoing basis.
- 5.4.4. TrackingSoft is authorized to charge Customer's credit card a credit card processing fee for any payment Customer makes via credit card.
- 5.5. When ordering or paying by check, wire or ACH:
 - 5.5.1. Payment by check, wire or ACH is permitted with approval.
 - 5.5.2. Only check, wire or ACH drawn on a business bank account within the United States will be considered for approval.
 - 5.5.3. Payment will be deemed as received not when the check, wire or ACH is received, but when the funds have "cleared".
 - 5.5.4. Initial payment covering any setup fees, customization fees and/or the pro-rated monthly service fee must have cleared for Customer's account to be setup within the Service.
 - 5.5.5. Customer must pay for each month in advance in order for any account to be deemed current.
- 5.6. When ordering or paying by PayPal:
 - 5.6.1. Payment by PayPal is permitted with approval.
 - 5.6.2. Payments will include a 5% processing fee, covering any PayPal transaction fees.
 - 5.6.3. Initial payment covering any setup fees, customization fees and/or the pro-rated monthly service fee must have cleared for Customer's account to be setup within the Service.
 - 5.6.4. Customer must pay for each month in advance in order for any account to be deemed current.
6. Late Payments & Collection
 - 6.1. All monthly service payments are due on the 1st of each month.
 - 6.2. Any payment not received by the 5th of any month is deemed late.
 - 6.3. Any account on which full payment has not been received and cleared by the 10th of any month will be charged a \$20.00 late fee.
7. Credit Card Declines
 - 7.1. Any account on which a credit card receives 2 consecutive declines will be charged a \$20.00 credit card decline fee.



- 7.2. Any account on which a credit card receives 3 consecutive declines will be charged an additional \$30.00 credit card decline fee and such account will not be eligible for payment via credit card for 6 months.

8. Suspension of Service

- 8.1. TrackingSoft reserves the right to suspend any account for lack of payment.
- 8.2. Any account on which full payment has not been received and cleared by the 10th of any month will receive a 5-day service suspension notice.
- 8.3. Any account on which full payment has not been received and cleared by the 15th of any month will be suspended.
- 8.4. TRACKINGSOFT MAY NOT TRACK, COLLECT DATA, OR IN ANY WAY MONITOR LINKS, AFFILIATES, OR ANY OTHER ACTIVITY ON SUSPENDED ACCOUNTS.
- 8.5. Any suspended account will have to pay the full payment amount and a \$50.00 reinstatement fee prior to being reactivated.

9. Collections

- 9.1. Any invoice not paid in full by the thirtieth (30th) day shall on such day begin to accrue interest on the unpaid balance at the rate of eighteen (18) percent per annum compounded monthly or the maximum rate allowed by law, whichever is less.
- 9.2. Interest shall continue to accrue on any outstanding balance until the entire balance is paid in full.
- 9.3. TrackingSoft shall also be entitled to collect any costs incurred in collecting the debt including without limitation: attorney's fees (including those of in-house counsel), court costs, and investigative costs.
- 9.4. TrackingSoft reserves all remedies with regard to past due amounts including, without limitation, injunctive relief, the right to suspend deliveries on any open or future orders Customer may have, or requiring advance prepayment.

10. Acceptable Use

- 10.1. Customer agrees that they will not use the Service in any way to promote any website that contains or promotes any of the following content:
 - 10.1.1. Hacks, Cracks, or KeyGens (aka Warez)
 - 10.1.2. Unlicensed material of any kind including without limitation commercially available software, music, television, or movie recordings, or any other copyrighted material to which Customer or Affiliate do not have license to display, reproduce, or broadcast.
- 10.2. Customer agrees that they will not use the Service in any way to promote any website that in any way promotes or facilitates the distribution of mass unsolicited commercial email.



- 10.3. Customer agrees that they will not use the Service in any way to promote any website that in any way promotes or facilitates the distribution of Adware, Spyware, Malware, Scumware, Viruses, Trojans, or other programs or files that may attempt to load themselves onto a computer without the full acknowledged consent of said computer's operator.
- 10.4. Customer agrees that they will not use the Service in any way to promote any website that in any way promotes or facilitates the violation of any law or the commission of any tort, including without limitation intellectual property laws and the common laws of libel and breach of privacy.
- 10.5. With prior approval and review, Customer may use the Service to promote adult themed websites that are in full and complete compliance with all statutes, regulations, and laws governing the United States and its individual states, particularly Title 18 of the United States Code. Any website displaying, promoting or facilitating the exploitation of any child will be referred to the FBI.
- 10.6. TrackingSoft retains the right to suspended or terminate any account found in violation of these conditions without notice. In the event of any such suspension or termination, TrackingSoft will not under any circumstances refund any funds paid by Customer.

11. Customer Warranties

- 11.1. Customer warrants they are over 18 years of age, that they have the authority to enter into this Agreement, and they are not currently bound by any other contract which this Agreement may infringe.
- 11.2. Customer warrants that all data provided by Customer is accurate and that Customer has the authority to use all information provided to perform on this Agreement. (e.g. Customer is authorized to use the credit card presented for payment.)
- 11.3. Customer warrants they are the owner or otherwise authorized to conduct business on behalf of any website added to the Service.
- 11.4. Customer warrants that should any of Customer's internal relationships fail, regardless of the credit card holder or regular payor on the account, the account ownership shall revert automatically to the website owner. Should the website owner wish to relinquish the account to another individual or entity, this individual must appropriately present the name and contact information of the new owner.
- 11.5. Customer warrants that the data provided to TrackingSoft and the content of any and all website(s) for which the Service is used does not infringe upon the rights of any other individual or entity including without limitation intellectual property rights or personal privacy or publicity rights. Customer further warrants that said content is not defamatory, libelous, fraudulent, obscene, does not promote pyramid schemes or multi-level marketing, or is otherwise illegal.
- 11.6. Customer warrants they are solely responsibility for the content of any and all websites for which the Service is used.



12. TrackingSoft Warranties

- 12.1. TrackingSoft warrants it has the authority to enter into this Agreement and is not currently bound by any other contract which this Agreement may infringe.
- 12.2. TrackingSoft warrants that it will use industry standards in protecting and maintaining the confidentiality of Customer's information.
- 12.3. TrackingSoft warrants that it will not share, give or sell for a fee any of Customer's information. This includes without limitation: ad copy, clicks, affiliates, marketing campaigns, click counts, sales counts, sales revenue, ad counts, conversion rates, CPM rates, ROI figures, or any financial records.
- 12.4. TrackingSoft warrants that should it become aware of any security breach the result of which any of the information subject to Section 12.3 above may have fallen into the hands of someone other than Customer or TrackingSoft that TrackingSoft will notify Customer of said breach as soon as practicable and shall as reasonable assist Customer to limit the damage of said breach.

13. Security

- 13.1. Customer shall be responsible for maintaining the confidentiality of Customer's login email and password. As such, Customer shall be responsible for all usage and activity on all of Customer's accounts, including any use of any account by a third party authorized by Customer.
- 13.2. Customer shall notify TrackingSoft of any known or suspected unauthorized uses of Customer's account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Customer's login email and password.
- 13.3. Any fraudulent, abusive or otherwise illegal activity shall be grounds for termination by TrackingSoft without refund and possible referral to the appropriate law enforcement agencies.

14. Customer & Spam Complaints

- 14.1. TrackingSoft may from time to time forward complaints, typically regarding spam, received by TrackingSoft which result from Customer's activity. Customer shall respond to all such complaints within 24 hours and shall provide supportive documentation as appropriate within 72 hours. Customer's failure to respond as required may result in account suspension and/or termination.
- 14.2. If upon review of all available information, TrackingSoft determines that Customer has violated this Agreement or any law, Customer's account may be assessed a fee of up to \$50 per spam email or instance at TrackingSoft's discretion which will be due immediately upon notice.

15. Jurisdictional Issues

- 15.1. TrackingSoft operates from offices located in the State of Illinois and the State of Tennessee in the United States of America. TrackingSoft makes no representations



or warranties that the Service is appropriate or available for use in other locations, and access from territories where the Service is illegal is prohibited.

- 15.2. Information about the Service may contain references to programs or services that are not available in your jurisdiction.
- 15.3. The United Nations Convention on the International Sale of Goods is expressly excluded from this Agreement.

16. Right to Contact

TrackingSoft reserves the right to contact Customers and Affiliates.

17. Limited Warranty

TrackingSoft provides the Service “as is.” TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRACKINGSOFT 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, TRACKINGSOFT SPECIFICALLY DISCLAIMS ANY WARRANTY THAT (A) THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, (B) DEFECTS WILL BE CORRECTED, (C) THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (D) 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.

18. Limitation of Liability

With exception to the indemnification obligations described herein, neither party shall be liable to the other party for incidental, consequential, special or exemplary damages, including without limitation damages for loss of profits, revenues, business interruption, and the like, arising from this Agreement, even if either party has been advised of the possibility or likelihood of such damages. Further, TrackingSoft’s aggregate liability under this Agreement for any claim is limited to the amount paid to TrackingSoft according to this Agreement.

19. Indemnification

Customer agrees to hold harmless, indemnify, and defend TrackingSoft and its parents, subsidiaries, affiliates, and their directors, offices, employees, and agents against claims, suits, proceedings, actions, losses, expenses, damages, liabilities, and costs, including reasonable attorney’s fees, including those of in-house counsel, and court costs, that may be incurred by TrackingSoft arising from or having a relation to: (a) any breach by Customer of any provision of this Agreement; (b) Customer’s violation of any applicable law(s); (c) any claim of infringement of the intellectual property right of any person or entity; (d) any claim for libel, defamation, or violation of a right to privacy or publicity

20. Term & Termination



- 20.1. This Agreement shall have an initial term of one (1) month and shall be renewable upon expiry each month for one (1) additional month.
- 20.2. Either TrackingSoft or Customer may terminate this agreement for any reason or no reason upon receipt of notice, which may be delivered to the other Party by email, fax, U.S. mail, courier or other convenient means.
- 20.3. Any payments received by TrackingSoft prior to termination shall become the property of TrackingSoft upon termination. No refunds will be issued.
- 20.4. Any funds owed to TrackingSoft remain so due and shall become due immediately upon termination. Customer shall remain liable for collection interest and fees according to Section 9 of this Agreement until said balance is paid in full.

21. Integration & Amendment

This Agreement embodies the entire understanding between the Parties. No oral modifications, additions or deletions not memorialized in some fixed medium shall be offered in any dispute arising hereunder. Any and all amendments, additions or modifications to this Agreement must be memorialized in some fixed medium (email is acceptable) and approved by similar means by the authorized individual(s) of all Parties to this Agreement to be binding.

22. Waiver

Any failure by either Party to this Agreement to enforce its own or the other Party's performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

23. Assignment

Customer may not assign this Agreement without prior written consent of TrackingSoft, whose consent will not be unreasonably withheld. Notwithstanding the foregoing, either party shall have the right to assign this Agreement to any affiliate or other acquirer of all or of substantially all of its equity securities, assets or business relating to this Agreement. Subject to the above, this Agreement will benefit and bind the parties' successors and assigns.

24. Choice of Law

This Agreement, and any dispute which may arise hereunder, shall be governed by and subject to the laws of the State of Illinois, United States of America.

25. Choice of Venue

The Parties agree that any dispute, controversy or claim arising under or in connections with this Agreement or the relationship between the parties shall be decided exclusively by and in the state or federal district court of competent jurisdiction located in Cook County, Illinois, applying the laws of such state without regard to conflicts of law principles. The parties hereby irrevocably consent to the personal jurisdiction of such courts.

26. Reformation

Should any provision of this Agreement be found void or otherwise unenforceable by a



court of competent jurisdiction, such provision shall be enforced to the greatest extent allowable by law and the remaining provisions hereof shall be unaffected thereby and remain in full force and effect.

27. 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.

28. Affiliate Payment Service

28.1. By acceptance of this Agreement, in addition to the Service, Customer is eligible for TrackingSoft's Affiliate Payment Service ("APS").

28.2. To utilize the APS for any given month, customer must notify TrackingSoft by the end of said month. Without notification, Customer will not receive this service.

28.3. If appropriately notified, the following procedure is initiated.

28.3.1. By the 5th of the subsequent month, or next business day if the 5th falls on a weekend or holiday, Customer will confirm that all Affiliate payment information is correct within the Service.

28.3.2. On the next business day, TrackingSoft will invoice Customer via email for the total of the Affiliate payments to be made that month in addition to any applicable charges per the current Rate Card. This invoice is due upon receipt.

28.3.3. In the third week but no later than the 28th of the subsequent month, TrackingSoft will make appropriate Affiliate payments on behalf of Customer for funds which were received and cleared by the 15th of said month. Should Customer's APS invoice payment not clear by the 15th of said month, AFFILIATE PAYMENTS WILL NOT BE MADE FOR THAT MONTH, BUT WILL BE MADE IN THE FOLLOWING MONTH. (By example: If Customer's July APS payment does not clear by August 15th, then TrackingSoft will NOT make any APS payments for Customer until the third week in September.)

28.4. TrackingSoft will only make payments according to the information that appears in the Service. It is Customer's responsibility to assure the accuracy of this information. This includes Affiliate names, address, and payment method. TRACKINGSOFT IS NOT RESPONSIBLE FOR INACCURATE INFORMATION. There is a fee for reissued payments.

28.5. Under no circumstances will TrackingSoft make any payment to any Affiliate which is less than \$20.00. Customer may set a higher floor if they desire.

28.6. All APS payments will only be made in United States dollars.

28.7. TrackingSoft shall have no responsibility for any invoice payments that do not arrive at our offices.



- 28.8. Once APS payments are mailed or transmitted, TrackingSoft shall have no responsibility on the performance of any third party including without limitation, the U.S. Postal Service, PayPal™, the Federal Reserve, or any bank, financial institution or quasi-financial institution.
 - 28.9. All APS payments not cleared within 90 days are void, but remain eligible for reissue for up to 6 months. A fee per the Rate Card will apply. Payments not cleared or reissued within 6 months revert to and become the property of TrackingSoft.
 - 28.10. In order to reissue any payment, the original check must be forwarded to our offices. If the original check can not be produced and said check has not cleared, both Customer and Affiliate must make the request to have said payment reissued. A fee per the Rate Card will apply.
 - 28.11. TrackingSoft will not reissue any payment that has cleared.
 - 28.12. TrackingSoft shall assume no responsibility as to who presents any check for payment. If an Affiliate believes a payment was made to the wrong party, TrackingSoft will only confirm payment according to the information contained within the Service. The Affiliate themselves must determine the identity of person who cashed the check.
29. Participation in the AffiliateTracking.com Network
- 29.1. Usage of the AffiliateTracking.com network allows publishers who have signed up through AffiliateTracking.com to see and participate in the advertiser's campaigns.
 - 29.2. Advertisers are automatically enrolled in ROIA's network by default and usage of the network indicates acceptance of the following usage terms.
 - 29.3. Advertiser may opt-out of usage of the AffiliateTracking.com network at anytime using an option present with their account settings.
 - 29.4. Network publishers are able to see selected campaigns and campaign details. By removing a network publisher from a campaign its details can be hidden.
 - 29.5. Advertiser is unable to see network publisher profile details except: username, country, and website URL.
 - 29.6. In the event that network publishers earn commissions during a month, TrackingSoft will invoice the Customer for the earned commissions.
 - 29.6.1. On the 5th day of each month, or next business day if the 5th falls on a weekend or holiday, the Customer will be invoiced for the total network publisher commission amount in addition to any applicable charges per the current Rate Card.
 - 29.6.2. Customer must submit payment for the invoice by the 15th of the month
 - 29.6.3. Invoices for network publisher commissions will include a processing fee of 7% of the earned commission total.

Last Revision: June 10, 2011



Appendix A. Payment Options

CREDIT CARD AUTHORIZATION FORM

INSTRUCTIONS

1. Complete the form by printing legibly with a dark pen, all billing and shipping information in the blanks below.
2. Sign with the credit card holder's signature on the line indicated.
3. Include a photocopy of the **front** and **back** of the signed credit card.
4. Fax all this form, along with the photocopy of the signed credit card, back to us at **1-312-646-7686** to complete your order.

I, _____, hereby authorize TrackingSoft LLC to charge my credit card account on recurring basis in the amount of \$_____ (including taxes, if applicable).

Credit Card Details

Type of Card: _____	Cardholder: _____
Number: _____	Street: _____
Expiration Date: _____	City: _____
CVC Code: _____	State: _____ Zip Code: _____
	Country: _____
	Telephone: _____

As the credit card holder, I hereby authorize receipt of merchandise at the shipping address above.

Cardholder's Signature: _____ Date: _____

PAYING BY CHECK

Send checks to the following address:

TrackingSoft LLC
100 Canal Pointe Blvd.
Suite 216
Princeton, NJ 08542

PAYING BY WIRE TRANSFER or PAYPAL

Please contact TrackingSoft Accounting Department to obtain necessary information.