

Fresh Air Club Affiliate and Channel Partner Terms and Conditions

Please read the agreement document below before registering. Clicking the "Create My Account" button constitutes an agreement to these terms by you.

Section 1: Affiliate Obligations regarding Your Website & FreshAirClub.com

A. All websites, companies, or individuals need official approval from Fresh Air Club. ("Fresh Air Club") <http://www.FreshAirClub.com> before they can become an Affiliate Partner ("Affiliate") and promote Fresh Air Club. Only websites and Affiliates that have been reviewed and approved are permitted to promote Fresh Air Club under the Affiliate Program. Fresh Air Club reserves the right to withhold or refuse approval on any website, company, or individual for any reason, whatsoever.

B. In order to be eligible as an "Affiliate" for approval, all websites must meet the following criteria:

- i. Be content-based, not simply a list of links or advertisements, nor can the site be centered around making money.
- ii. Be written in English and contain only English language content
- iii. Receive a minimum of 1,000 unique page views per month
- iv. Be fully functional at all levels; no "under construction" sites or sections
- v. Spawning process pop-ups and exit pop-ups are prohibited for affiliates

C. The content of the website cannot infringe on any personal, intellectual property or copyrights including but not limited to:

- i. Racial, ethnic, political, hate-mongering or otherwise objectionable content
- ii. Investment, money-making opportunities or advice not permitted under law
- iii. Gratuitous violence or profanity
- iv. Material that defames, abuses, or threatens physical harm to others or to you
- v. Promotion of illegal substances or activities such as illegal online gambling, how to build a bomb, counterfeiting money, etc.
- vi. Software Pirating (e.g., Warez, Hotline)
- vii. Hacking or Phreaking.
- viii. Any illegal activity whatsoever
- ix. Any questionable or controversial subject matter
- x. Any spoofing, redirecting, or trafficking from websites in an effort to gain traffic

D. You cannot send Unsolicited Commercial Email (i.e., SPAM). You cannot post any specific messages to newsgroups, chat rooms, bulletin boards or any other places as a form of promotion, unless expressly approved by Fresh Air Club in writing. You CAN post messages which are generic in nature and serve a purpose other than explicit promotion. You CAN send solicited (opt-in) email messages to your own list of subscribers.

E. If you fraudulently add leads or clicks or inflate leads or clicks by fraudulent traffic generation (as determined solely by Fresh Air Club, such as pre-population of forms or mechanisms not approved by Fresh Air Club), you will forfeit your entire commission for all programs and your account will be terminated. Fresh Air Club reserves sole judgment in determining fraud. Additionally, orders may not be eligible for commission if;

- i. Order is fraudulent
- ii. Credit card used is declined for any reason
- iii. Product is returned
- iv. Order appears to be purchased by or for the affiliate (self-purchase), by a family member, or other relative
- v. Affiliate account has been deactivated for any reason

F. If in question, it is solely the obligation of the Affiliate to prove to Fresh Air Club that they are NOT committing fraud. Fresh Air Club will hold your payment in 'Pending Status' until you have satisfactorily provided evidence that you are not defrauding the system. We may flag accounts that:

- i. Have click-through rates that are much higher than industry averages and where solid justification is not evident
- ii. Have ONLY click programs generating clicks with no indication by site traffic that it can sustain the clicks reported
- iii. Have shown fraudulent leads as determined by our clients
- iv. Use fake redirects, automated software, and/or fraud to generate clicks or leads from our programs

G. Becoming an Affiliate constitutes an agreement between Fresh Air Club and the Affiliate. The commission payment that is generated to the Affiliate varies per registered subscriber to the service plan offered and the number of filters ordered per delivery as described in the "Fresh Air Club Affiliate Commission Structure" Addendum. This commission payment is made no later than 60 days after the end of the month. Commission payment totals must exceed \$100.00; otherwise the total is rolled over to the next month. Payment will not be made until the \$100.00 minimum is reached. Commission payment totals for payout do NOT include any sign-up bonus. International Affiliates (outside of the United States) agree to a minimum \$200.00 to be reached.

H. Affiliate agrees not to carry objectionable materials or copy on their website. Affiliate will only run approved promotional materials in their advertising of Fresh Air Club's products and services. Affiliates will not mislead people to make it seem that they are signing up for an offer that is not offered by Fresh Air Club.

I. Fresh Air Club does encourage the submission of new ad copy or website content FOR APPROVAL FIRST, to affiliate [at@] FreshAirClub.com. Most materials will be approved if not violating terms set forth above. As stated in H; the usage of promotional material violating this contract will result in the forfeiture of all accrued commissions for the Affiliate.

J. Fresh Air Club reserves the right to terminate any Affiliate's contract for any reason whatsoever. Termination notice will be provided via e-mail and will be effective immediately. All legitimate moneys due to Affiliate will be paid during the next billing cycle. If Affiliate defrauds the system or violates this agreement, then payment is revoked as determined solely by Fresh Air Club.

K. You guarantee that all content, products, and services on your website are legal to distribute and that you own or have the legal right to use any and all copyrighted material.

L. Affiliate irrevocably covenants, promises and agrees to indemnify Fresh Air Club and to hold Fresh Air Club harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, arising from any and all claims and lawsuits for copyright, slander, libel, and trademark violation as well as all other claims resulting from member's web pages emails or other marketing campaigns. Affiliate will further defend, indemnify and hold Fresh Air Club harmless from and against any and all actual or threatened claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or relating to Affiliate's performance or non-performance of its obligations hereunder.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING LOST PROFITS OR REVENUES, OR HARM TO BUSINESS) EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL FRESH AIR CLUB'S LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY, BE GREATER THAN THE TOTAL AMOUNT PAID BY FRESH AIR CLUB TO AFFILIATE HEREUNDER.

M. If any Affiliate violates or refuses to take part in their responsibilities, or commits fraudulent activity against us, Fresh Air Club reserves the right to withhold payment and take appropriate legal action to cover its damages.

N. Fresh Air Club reserves the right to change any conditions of this contract at any time. Change notices are sent to Affiliates by email, and Affiliates are responsible for complying with any changes to the contract within 10 calendar days from the date of change. Failure of the Affiliate to terminate the agreement within those 10 calendar days will constitute acceptance of the changes to this contract.

O. Fresh Air Club gives no warranty, express or implied, for any and all services and products provided, including, but not limited to, warranty of merchantability and warranty of fitness for a particular purpose. This statement expressly includes any reimbursement for losses of income due to disruption of service by Fresh Air Club or its upstream providers.

P. You agree to settle any dispute under this agreement under the laws of Texas. Any litigation arising under this Agreement will be brought in the federal or state courts of Harris County.

Q. Any legal action taken by an advertiser, agency, client, person, or entity against Fresh Air Club for actions of you (the affiliate) that violate these terms and conditions, you accept that Fresh Air Club will work with the advertiser, agency, client, person, or entity to divulge your personal information. You also agree that Fresh Air Club is not liable for your actions, and you will bear all costs (legal or otherwise) that Fresh Air Club incurs if Fresh Air Club is sued by advertiser, client, agency, person, or entity.

R. If any provision of this agreement shall be held or made invalid or unenforceable by a court decision, statute, rule or otherwise, the remaining provisions of this agreement shall not be affected thereby.

S. You must be 18 years or older to sign up as a Fresh Air Club Affiliate.

T. This Agreement and any Addendum contain the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees or consultants.