

AFFILIATE PROGRAM AGREEMENT

Last Modified: _____

IMPORTANT – THIS IS A BINDING LEGAL AGREEMENT. PLEASE READ CAREFULLY BEFORE CLICKING THE “I ACCEPT” BUTTON. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT SUBMIT AN APPLICATION TO PARTICIPATE IN THE AFFILIATE PROGRAM.

This Affiliate Program Agreement (“Agreement”) is entered into between MINERBOX INTERACTIVE, LLC, a Texas Limited Liability Corporation (“Minerbox”) and the individual or entity designated as the “Affiliate” on the [Affiliate Program Application Form] (“Application”) completed in connection with this Agreement (“Affiliate”). This Agreement is effective only upon Minerbox’s written acceptance of Affiliate’s Application (such date of acceptance is referred to as the “Effective Date”).

WHEREAS, Minerbox is in the business of hosting websites, as described in more detail at _____ (the “Minerbox Services”);

WHEREAS, Minerbox desires to market the Minerbox Services to third party customers (“Customers”) and has established an affiliated network of independent contractors for the referral of Customers to Minerbox (the “Minerbox Affiliate Program”); and

WHEREAS, Affiliate desires to participate in the Minerbox Affiliate Program, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

1. REFERRAL SERVICES

As of the Effective Date (only upon written approval of Affiliate’s Application), Affiliate is authorized to market and promote the Minerbox Services to potential Customers (the “Referral Services”), in accordance with the terms and conditions of this Agreement. Affiliate agrees to perform the Referral Services in accordance with the following and subject to such other written rules and guidelines as Minerbox may establish for the Affiliate Program and publish on the Minerbox website from time to time:

(a) Affiliate shall place a hyperlink on its website, in a format approved by Minerbox, that when clicked on redirects the visitor to the Minerbox website (a “Link”).

Affiliate will not utilize any paid advertising mediums, including pay-per-click, network display banners, or comparison shopping engines, without submitting a written marketing plan to Minerbox and obtaining Minerbox’s written approval. Affiliate will not be allowed to bid on any iteration of the following keywords for the purposes of generating a Referral Fee:

Affiliate agrees to provide keyword lists, ads, advertising cookies, and any other data to Minerbox upon request and to make any modifications requested in a timely manner.

(b) Any materials used in connection with the Referral Services will be developed and produced solely and exclusively by Minerbox, and no marketing, advertising or promotional materials other than those provided by Minerbox may be used by Affiliate to perform Referral Services under this Agreement without the prior written consent of Minerbox.

(c) Affiliate shall not make any promises or representations or give any warranties, guarantees or indemnities in respect of the Minerbox Services, except as such are contained in the then-current Minerbox Terms of Service or such other customer agreement as may be agreed-upon by Minerbox related to the Minerbox Services a “Customer Agreement”) or as otherwise expressly authorized by Minerbox in writing.

(d) Affiliate shall perform the Referral Services in a manner that will reflect favorably on the Minerbox Services and on the good name and reputation of Minerbox and shall not alone or with others participate in any illegal, deceptive, misleading, or unethical practices, including but not limited to disparagement of the Minerbox Services or Minerbox. Affiliate further agrees to refrain from performing Referral Services using bulk email messages (also known as “spam”). Affiliate’s failure to abide by this Section 1(d), the CAN-SPAM Act, and all applicable laws relating to email communications, in any manner, shall be deemed a material breach of this Agreement by Affiliate and will result in the forfeiture of any and all rights Affiliate may have to any Referral Fees (as that term is defined below) and the termination of this Agreement.

(e) A Referral Fee will not be payable for any activity occurring before an Affiliate Program Application is formally accepted. Any previously referred or pending plans will be ineligible for a Referral Fee.

(f) Affiliate agrees to comply with applicable laws, regulations, and guidelines concerning advertising and marketing, including without limitation, the Federal Trade Commission (FTC) Endorsement Guides, which require disclosure of material connections between advertisers and endorsers. 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 Minerbox’s Services must prominently disclose the fact that Affiliate receives compensation for Referred Customers.

(g) Affiliate agrees to 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 (the “GDPR”). Affiliate agrees to promptly assist Minerbox in complying with any data subject rights request under the GDPR that Minerbox may receive from any individuals referred to Minerbox by Affiliate. Affiliate further agrees to promptly assist Minerbox in complying with any duties to cooperate with supervisory authorities under the GDPR.

2. REFERRAL FEE

(a) In consideration of Affiliate’s performance of Referral Services hereunder, Minerbox agrees to pay Affiliate a referral fee (“Referral Fee”) in accordance with Minerbox’s current affiliate pricing schedule, available at _____, with respect to each Customer that is referred to Minerbox by Affiliate (a “Referred Customer”). For purposes of this Agreement, a Customer will be considered a Referred Customer only if:

(1) the Customer is redirected to the Minerbox website through the Affiliate’s Link and such Customer creates a new customer account with Minerbox and accepts the then-current Minerbox Customer Agreement; or

(2) the Affiliate creates an account and utilizes the Minerbox Services on behalf of a Customer of the Affiliate and such Customer enters into a Customer Agreement with Minerbox. Affiliate may not remain on the account as the sole owner. The parties hereto expressly acknowledge and agree that ownership of the account must be transferred to the Customer for the Referral Fee to be paid.

(b) Affiliate agrees and acknowledges that Minerbox’s obligation to pay Affiliate is contingent upon Minerbox receiving payment from the Referred Customer in accordance with the Customer Agreement. The Referred Customer’s account with Minerbox must be in good standing at the time of payout or any Referral Fee will be forfeited. Additionally, if any Referred Customer account is determined to be fake or fraudulent by Minerbox in its sole discretion, the Referral Fee will be forfeited. The Referral Fee shall be Affiliate’s sole compensation under this Agreement and Affiliate shall have no right to receive any additional commission, license fee, expense reimbursement or other payment in connection with this Agreement. Affiliate’s right to receive Referral Fees is subject to and limited by the termination rights under Section 4.

(c) Affiliate shall not transfer any site to another account created solely for the purpose of generating a Referral Fee. Affiliate shall not self-refer or refer a site to another party within an organization. Affiliate shall not refer sites to a member of their immediate families unless a formal business arrangement exists and the family member is a paying customer.

(d) The Referral Fee will be paid via PayPal to the email address provided with the Application. Minerbox will not be liable for payments made to an incorrect email address.

3. INDEPENDENT CONTRACTOR

The relationship between the parties hereunder is that of independent contractors. Nothing in this Agreement shall be construed to create an agency, employment, joint venture, or partnership

relationship. Neither party shall have the right to incur any liabilities or obligations on behalf of the other party.

4. TERM & TERMINATION

The relationship between the parties hereunder is that of independent contractors. Nothing in this Agreement shall be construed to create an agency, employment, joint venture, or partnership relationship. Neither party shall have the right to incur any liabilities or obligations on behalf of the other party.

5. PROPRIETARY RIGHTS

(a) The parties agree that Minerbox is the sole and exclusive owner of any and all right, title, and interest in, to, or under (i) the Minerbox Services and the Affiliate Program and all intellectual property rights associated therewith, and (ii) any trademark, trade name, trade dress, design, logo, name or other designation used for or in connection with Minerbox, the Minerbox Services or the Affiliation Program, and any and all variations or modifications to the foregoing that may be approved by Minerbox in its sole discretion (“Trademarks”).

(b) Minerbox grants Affiliate a nonexclusive, non-transferable, limited right and license during the term of this Agreement to use the Trademarks solely as necessary to perform Referral Services hereunder. Affiliate shall not assert any claim of ownership of, or any claim to, any goodwill or reputation associated with the Trademarks and shall not take and shall not permit any action or omission in derogation of any of the rights of Minerbox in the Trademarks, either during the term of this Agreement or thereafter.

(c) In the event Affiliate submits to Minerbox any ideas, materials, or other information (including, without limitation, suggestions for new or improved products or services or changes to the Affiliate Program) (“Ideas”), such Ideas shall thereafter be the sole and exclusive property of Minerbox and Affiliate hereby assigns to Minerbox all of Affiliates rights in and to such Ideas. Affiliate hereby waives its moral rights in any such Ideas.

6. LIMITATION OF LIABILITY

In no event shall Minerbox be liable to Affiliate or its officers, directors, managers, shareholders, or members for any special, indirect, incidental, or consequential damages, including but not limited to lost or anticipated revenues or profits, arising from any claim relating to this Agreement or the Minerbox Services, whether such claim is based on warranty, contract, tort (including negligence or strict liability) or otherwise, even if an authorized representative of Minerbox is advised of the possibility or likelihood of same.

7. INDEMNIFICATION

Affiliate agrees to defend, indemnify and hold harmless Minerbox, its affiliates, and its and their directors, officers, employees, agents and assignees (the “Indemnatee”) and shall pay all losses, damages, fees, expenses or costs (including reasonable attorneys’ fees) incurred by the

Indemnatee based upon any claim, demand, suit or proceeding arising out of or resulting from: (i) Affiliate's participation in the Affiliate Program, (ii) any breach of this Agreement by Affiliate; (iii) any negligent or intentional acts of Affiliate; or (iv) any violation of laws, regulations or court orders by the Affiliate. Indemnatee shall have the right to approve Affiliate's counsel to defend any such claims, which approval shall not be unreasonably withheld, and to approve any settlement agreement. Indemnatee also shall have the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Affiliate hereunder.

8. NOTICE

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if by e-mail, upon confirmation thereof; or (iii) if by next day delivery service, upon such delivery. All notices to Minerbox shall be addressed as follows:

All notices to Affiliate shall be addressed to the address provided by Affiliate in its Application, which address shall be updated in writing, as needed, by Affiliate.

9. MODIFICATION

This Agreement may not be modified except by amendment reduced to writing and signed by both Minerbox and Affiliate. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

10. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties.

11. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION

This Agreement will be governed by the laws of the State of Nebraska without regard for conflicts of laws principles, and any action brought in connection with this Agreement shall be brought solely and exclusively in state or federal courts located in Douglas County, Nebraska. The parties irrevocably consent to the sole and exclusive jurisdiction of such courts and waive any objections to venue or jurisdiction.

12. SEVERABILITY

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

13. HEADINGS

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

14. ELECTRONIC CONTRACTING.

Minerbox and Affiliate desire to facilitate certain transactions pursuant to this Agreement by exchanging documents, records and signatures electronically or by utilizing electronic agents. The use of electronic facilities or agents shall be in accordance with procedures established by Minerbox and governed by the applicable provisions of the Uniform Electronic Transactions Act as adopted in the State of Nebraska.