

OnlineNIC Referral Program Agreement

By clicking "I ACCEPT", you are agreeing to the following terms and conditions (this "**Agreement**"). This Agreement is between OnlineNIC Inc. ("**we**" or "**OnlineNIC**") and the person or entity agreeing to these terms and conditions ("**you**" or "**Referral Partner**"). Each of OnlineNIC and the Referral Partner may be referred to as a "**Party**" and collectively as the "**Parties**." If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement.

1. DEFINITIONS.

"**Commission**" means the compensation that OnlineNIC awards a Referral Partner who has referred a New Customer as provided herein.

"**Confidential Information**" means all proprietary information disclosed by one of us to the other, whether before or after the Effective Date, that the recipient should reasonably understand to be confidential. Information that is developed by one of us on our own, without use of or reference to the other's Confidential Information, or that becomes available to one of us other than through violation of this Agreement or applicable law, shall not be Confidential.

Information" of the other Party.

"**Effective Date**" means the date that you click "I ACCEPT" to accept the terms and conditions of this Agreement.

"Cloud Services" means OnlineNIC's commercially available services as described in the Referral Program, including, for purposes of this Agreement, OnlineNIC Cloud recurring monthly support services.

"**Seeds**" means a prospective customer referred to OnlineNIC by a Referral Partner and registered with OnlineNIC using the Referral Partner Portal.

"**Marks**" means a Party's respective names, logos, trademarks, trade names, domain names, URLs and other identifying indicia.

"**New Customer**" means a Lead that does not use the Hosting Services at the time you register the customer and is accepted by OnlineNIC in its sole discretion as described in the Referral Program benefits.

"Referral Partner" means a person or entity that is referring seeds and New Customers to OnlineNIC.

"Referral Partner Portal" means the website utilized to register New Customers and provide information regarding the Referral Program.

"**Invalid Referral**" means the referral source comes from the same IP address, the same organization/company/party, credit card payments, PayPal payments, and other payments method available, and of those abuse behaviors including but not limited to Charge back, reversal, payment dispute, illicit act.

"**Referral Program**" means the OnlineNIC program under which the Referral Partner shall refer potential New Customers to OnlineNIC in exchange for a Commission.

2. USAGE

You may utilize to any marketing materials, or information, provided by OnlineNIC, and your usage shall be undertaken in accordance with this Agreement and only as permitted under the Referral Program.

Subject to this Agreement and its terms, OnlineNIC hereby grants to Referral Partner a royalty-free, non-exclusive, nontransferable and revocable license for the term of this Agreement to use OnlineNIC's Marks, and associated materials, language or code for the sole and exclusive purpose of promoting OnlineNIC's products and service to potential New Customers subject to compliance with

OnlineNIC Referral Program guidelines and instructions, as updated from time to time by OnlineNIC at its sole discretion. OnlineNIC may revoke this grant at any time by giving Referral Partner written notice (including via email).

You may use only the information, OnlineNIC Marks and materials provided by OnlineNIC to promote OnlineNIC's products and service in the manner we agree unless we have reviewed your materials in advance and given written consent. You may not translate any information or materials, including any Marks, provided by OnlineNIC without our prior written consent. Any marketing activities undertaken by either Party will be at their sole expense unless otherwise agreed in advance in writing. You may not use OnlineNIC name in any bulk email whatsoever unless we have given our advance written consent and must not represent that the Hosting Services have any qualities, features, fees or terms other than those described in our online materials or other material provided to you by OnlineNIC.

3. COMMISSIONS.

OnlineNIC will pay Commissions for New Contracts in accordance with the Referral Program. Our commission rule may be updated from time to time at its sole discretion.

4. CURRENCY.

All amounts denoted in "\$" in this Agreement mean that amount in United States Dollars (USD).

5. INDEMNIFICATION.

If either Party (the "Indemnified Party") or its affiliates, or any of their respective employees, agents, or owners, are faced with a legal claim by a third party arising out of its use of the other Party's (the "Indemnifying Party") Marks as permitted by this Agreement, or arising out of the Indemnifying Party's use of the Indemnified Party's Marks other than as permitted in this Agreement, the Indemnifying Party will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine, or other amount that is reasonably incurred by the Indemnifying Party as a result of the claim.

If OnlineNIC or its affiliates, or any of their respective employees, agents, or owners, is faced with a legal claim by a third party arising out of your failure to comply with our service terms, you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine, or other amount that is reasonably incurred by OnlineNIC as a result of the claim.

The Indemnifying Party will have no obligation with respect to any claim under this Section unless: (i) such Indemnifying Party is promptly notified of such claim; (ii) the Indemnified Party allows the Indemnifying Party sole control of the defense and settlement of such claim; and (iii) the Indemnified Party provides the Indemnifying Party with reasonable assistance, at the Indemnifying Party's expense, in connection with the Indemnifying Party's defense and settlement of such claim.

6. Termination.

Either of us may terminate this Agreement prior to expiration, with or without cause, by giving the other Party thirty (30) calendar days advance written notice. Each of us agrees to stop using the other Party's Marks as soon as reasonably possible following receipt of a notice termination.

OnlineNIC's obligation to pay Commissions (with respect to New Customers referred prior to the expiration or termination of this Agreement) will continue for a period of six (6) months following the date of termination.

7. REPRESENTATIONS AND WARRANTIES.

You represent and warrant to OnlineNIC that: (i) all information you have provided and will provide in connection with this Agreement, including the information on the Referral Partner Portal is true, correct, and complete, (ii) you have not been and are not currently the subject of any investigation or legal proceeding of any kind in relation to spamming or the violation of any consumer protection or deceptive trade practices law or regulation, and (iii) entering into this Agreement does not and will not violate any agreement or obligation existing between you and any third party.

8. Governing Law; Jurisdiction; Waiver of Trial by Jury.

THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO SUCH STATE'S POLICIES RELATING TO CONFLICT OF LAWS. ANY ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT OR TO YOUR OR YOUR AGENT'S USE OF OUR SERVICES SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF ALAMEDA COUNTY OF CALIFORNIA LOCATED IN OAKLAND, CALIFORNIA. FOR THE ADJUDICATION OF DISPUTES CONCERNING OR ARISING FROM THIS AGREEMENT OR THE USE OF ANY TLD NAME(S), YOU AGREE TO SUBMIT, WITHOUT PREJUDICE TO OTHER POTENTIALLY APPLICABLE JURISDICTIONS, TO THE JURISDICTION OF THE COURTS (I) OF YOUR DOMICILE, AND (II) OF CALIFORNIA, USA, OR THE U.S. COUNTY COURT FOR ALAMEDA COUNTY OF CALIFORNIA LOCATED IN OAKLAND, CALIFORNIA. YOU WAIVE THE RIGHT TO TRIAL BY JURY IN ANY SUCH PROCEEDING.

9. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS THAT MAY OCCUR DUE TO (a) ANY ACT OR OMISSION OF YOU OR YOUR AGENT (WHETHER AUTHORIZED OR UNAUTHORIZED) (a) ANY LOSS OF REGISTRATION OF ANY TLD NAME, (b) THE USE OF YOUR TLD NAME OR PASSWORD, (c) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR REGISTRATION SYSTEM; (d) THE NON-DELIVERY OR MISDELIVERY OF DATA BETWEEN YOU AND US; (e) EVENTS BEYOND OUR CONTROL; (f) THE PROCESSING OF ANY TLD NAME REGISTRATION; (g) THE PROCESSING OF ANY MODIFICATION TO THE RECORD ASSOCIATED WITH YOUR TLD NAME, (h) THE FAILURE OF YOU OR YOUR AGENT TO PAY ANY FEES HEREUNDER; OR (i) THE APPLICATION OF THE DISPUTE POLICY. FURTHER, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO US FOR REGISTRATION OF THE TLD NAME IN CONTROVERSY DURING THE PRIOR ONE (1) YEAR PERIOD. TO THE EXTENT APPLICABLE STATE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. You and New customer also subject to compliance with our service terms, <https://www.onlinenic.com/en/Content/content/118.html>, and privacy policy.

Appendix A Commission Rate Table

For every order generated by your referred accounts, the rate/fee set forth in the following table will apply to your account:

Operation	Rate/fee	Effective period
Upgrade to reseller	\$10	1 st day – 90 th days
Claim free Cloud server	\$10	1 st day – 90th days
Buy first Cloud server	40%	1 st day – 30th days
Buy any more Cloud servers	30%	1 st day – 90th days