



This Agreement was last updated on Jul 28, 2010

Terms for MangoSpring's Affiliate Program

Thank you for signing up for the MangoSpring Referral Program also called MangoSpring Friends Program. By accessing or using the MangoSpring website, MangoSpring mobile clients, MangoSpring software or other applications provided through or in connection with this Service, you acknowledge that you have read, understand and agree to be bound by this Terms of Service Agreement ("Agreement").

MangoSpring reserves the right to amend this Agreement at any time and without notice. If we do this, we will post the amended Agreement on this page and indicate at the top of the page the date the Agreement was last revised. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are a direct competitor of MangoSpring, except with prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. Agreement

This Affiliate Service Agreement (the "Agreement") is made by and between MangoSpring, Inc., a Washington, USA corporation ("MangoSpring"), and you, as an Affiliate utilizing the MangoSpring Affiliate Program ("You", "Your", "Affiliate").

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 MangoSpring 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 MangoSpring Affiliate Program as an Affiliate.

By participating in MangoSpring's Affiliate internet marketing program, you agree with the supplemental Program terms and conditions set forth below, established by MangoSpring Inc.. These supplemental terms are in addition to the MangoSpring Terms of Service, and, in the event of a direct conflict between the two, these supplemental terms will control.

2. Use of Service

The following agreement is summarized as follows:

§ You place our banners, logo, or descriptions anywhere on your site, blogs, newsletters, articles, other web related content or within non-spam emails as you see fit

§ We may email you concerning the MangoSpring Affiliate Program.

§ We may change the terms of the program now and then. You are responsible for reviewing the MangoSpring Affiliate Program Terms & Conditions from time to time for updates.

§ Adult, Hate, or other related unacceptable sites are not allowed as determined in the sole discretion of MangoSpring Inc..

§ You will be paid your commissions at such time as your account balance is \$100 or more.

§ All statistics are collected and calculated by MangoSpring, and will be the only valid stats used for determining commissions.

§ As an affiliate, you can only have 1 account. Self-referrals for affiliate accounts are strictly prohibited.

§ Your physical address listed for receiving checks MUST be your actual address. Mail forwarding services, for the purpose of avoiding network demographics, are NOT allowed. For example, if you choose USA as your country, you must be in the USA. If you choose Russia as a country, you must be in Russia.

§ You won't hold us liable for anything. A link to a non-MangoSpring Web site does not mean that MangoSpring endorses or accepts any responsibility for the content or the use of such Web site.

3. Restrictions

§ You cannot SPAM. Under no circumstances shall You send commercial electronic mail messages as defined in the new Federal spam law, the CAN-SPAM Act of 2003 [the "Act"], with respect to MangoSpring's Program. For clarification, this does not prohibit You from sending transactional or relationship messages as defined in the Act. MangoSpring reserves the right to collect, withhold, or cancel any and all compensation

related to the content You send via commercial electronic mail messages. We will terminate your account on the first offense of SPAMMING. Do not send email 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.

§ NOT ALLOWED: All other uses of banners or links, such as newsgroups, chat rooms, ICQ, banner networks, hit farms, counters, or guestbooks etc. are NOT allowed.

§ NOT ALLOWED: Any placement of banners or ads in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.

§ NOT ALLOWED: Any display of a MangoSpring window that isn't the result of a direct click by the end-user.

§ NOT ALLOWED: You may not corrupt, modify or disable the tracking functionality provided to You related to the Program. The tools, products and creative assets (collectively, "Assets") that are provided to You by MangoSpring provide valuable information vital to the success of the Program, including information that helps make sure Transactions generated by You are properly attributed to You for Payout calculations. Thus, each of these Assets must be used in their intended manners as instructed by MangoSpring.

§ NOT ALLOWED: You may not purchase Keywords, Pay Per Click advertising, and domain names involving MangoSpring's trademark "MangoSpring" and variations thereof. You shall not purchase search engine keywords or domain names that use MangoSpring's trademark "MangoSpring" and/or certain variations and misspellings thereof. You shall not purchase or register keywords, Pay Per Click advertising, AdWords, search terms, domain names, or other identifying terms that include the word "MANGOSPRING" or certain variations and misspellings thereof for use in any search engine, portal, sponsored advertising service or other search or referral service. Specifically, this policy prohibits You from:

- Bidding on MangoSpring's trademark, "MangoSpring", and any keyword string that includes this term. For example, "MangoSpring software", "MangoSpring apparel", "MangoSpring tools", "MangoSpring t-shirts", etc.; and
- Bidding on variations of MangoSpring's trademark: for example "Mango Spring", "MangoSpring.com", www.MangoSpring.com", "www.MangoSpring", "ww.MangoSpring.com", "www,MangoSpring.com", "wwwMangoSpring.com", etc.
- Purchasing domain names based on MangoSpring's trademarks or variations of MangoSpring's trademark: for example "mangopring.com", "MangoSprings.com", "MangoSpringk.com", "MangoSpringproducts.com", etc.
- Purchasing Pay Per Click advertising containing MangoSpring's trademarks or variations of MangoSpring's trademark: for example "mangopring.com", "mangosprings.com", "MangoSpringk.com", "MangoSpringproducts.com", etc.
- If MangoSpring determines, in its sole discretion, that You have purchased or attempted to purchase "MangoSpring" keywords or domain names, or one of the three cited examples above, then MangoSpring may (without limiting any other remedies available to it) pursue any or all of the following actions:
 - Withhold all compensation otherwise payable to You beginning with the date on which You purchased the prohibited trademarked terms;
 - Remove You from the MangoSpring affiliate Program permanently; and/or

- Contact the search engine in which your ad was found to ask that these ads be removed immediately and permanently.

§ Failure to abide by these rules could mean termination from the MangoSpring Affiliate Program completely with a complete forfeit of commissions.

§ 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.

§ You cannot refer yourself as a customer with MangoSpring and receive commission.

4. Privacy Policy

MangoSpring respects the privacy of its users and will not disclose personal information to third parties without the express permission of You and Your company. If You have any questions please contact support@mangospring.com.

5. Definitions

"Affiliate" means an individual or business generating their own traffic and thus rewarded for legitimate sales, leads, clicks, or other measurable action. Affiliates use their MangoSpring account for tracking, reporting, and receipt of commission payment.

"Visitor" means any person, or user that clicks on a Link to a MangoSpring's Web site placed on an Affiliate's Web site.

"Sale Commission" means the Payout that MangoSpring sets and agrees to pay for Visitors referred to the MangoSpring Web site that result in a sale of the MangoSpring service. The sale could occur at the time of the visit or at a later time.

"Payout" means the amount of sale commission that MangoSpring agrees to pay for an individual measurable action. The Payout is defined as a percentage of a total monthly sale amount.

"Commission" means the amount of sale commission that MangoSpring agrees to pay for an individual measurable action.

"Link" means a hyperlink placed on an Affiliate's site that, when clicked on, sends a Visitor through to MangoSpring's Web site. Links take many forms including text, a product image, buttons, banners, videos or any other format acceptable to MangoSpring.

"Your Account" means a specific account within the Service, where Commissions are credited.

6. Link Placement

As an Affiliate of MangoSpring, you may place and remove MangoSpring Links on Your site and in acceptable locations.

§ You place our banners anywhere on your site as you see fit, or within non-spam emails.

§ Adult, Hate, or other related unacceptable sites are not allowed as determined in the sole discretion of MangoSpring Inc..

§ Any page that contains MangoSpring links, banners, or code must be written in English.

§ You cannot SPAM. We will terminate your account on the first offense of SPAMMING. Do not send email 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.

§ Affiliate accounts that are left inactive will be removed from our system if their balance is equal to or less than \$50. If an abandoned affiliate account has a balance between \$50 and \$100, a \$50 fee will be assessed once per calendar year, until the balance is equal to zero dollars - and is closed. At no time will an affiliate ever owe monies to MangoSpring, Inc. based on fees - the account will simply be closed. An abandoned affiliate account is defined as any account that has not been logged in to for a period of 12 months, nor have any transactions been posted to that account. If one or the other of those conditions are true - the account will remain in an active state.

§ NOT ALLOWED: All other uses of banners or links, such as newsgroups, chat rooms, ICQ, banner networks, hit farms, counters, or guest books etc. are NOT allowed.

§ NOT ALLOWED: Any placement of creative in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.

§ NOT ALLOWED: Any display of a merchant window that isn't the result of a direct click by the end-user.

7. The Service

MangoSpring has developed and operates a service (the "Service") which allows Affiliates to participate in a Performance Marketing program. As an Affiliate of MangoSpring, your relationship with MangoSpring will be conducted and managed through the Service.

8. Affiliate Payment

You will receive a Commission for sending MangoSpring authorized sales via Your Links. In order to place Links, You must first signup to become an Affiliate of MangoSpring. When you refer a Visitor to the MangoSpring website and that Visitor creates a new MangoSpring domain(s), your Affiliate ID will be associated with that Visitor's MangoSpring domain(s) they own. If that Visitor converts any of the free domain(s) they own to paid domain at any time, you will receive a Payout. Paid domains include any domains with paid users. Your referrals never expire.

The affiliate program will only add Visitor's domains to your account if they create a new domain(s). If your link refers an existing MangoSpring customer to sign up for an additional applications to be added to their existing domain you will not receive credit.

The Payout is earned on a monthly basis as a percent of an invoice on the paid domain. The payout percentage you will receive is twenty-five percent (25%) of the collected revenues for the first 12 months of service, starting on the first full month of service. MangoSpring will accrue Payouts to your account only when the payment from the referred Visitor has been received by MangoSpring, Inc. You will also receive ten percent (10%) of the collected revenues for the following 24 months. There is no other payouts after the 36th month after the first full month of service, unless a new service is added.

You may choose to receive your Payouts in one of two ways: 1) As a cash payment sent to the address you determine in your account, you will receive a 1099 at the end of the year for tax purposes. 2) As a donation in your name, matched dollar for dollar to the Charity you choose. You will receive a 1099 and a donation receipt for your portion of the donation for tax purposes.

9. Term and Termination

This Agreement is effective until terminated. You agree that MangoSpring, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have with MangoSpring. In addition, MangoSpring reserves the right to discontinue any aspect of the Service at any time, including the right to discontinue the display of any Information. You agree that any termination of your access to the Service or any account you may have or portion thereof may be affected without prior notice, and you agree that MangoSpring will not be liable to you or any third-party for such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies MangoSpring may have at law or in equity.

10. Modification of the Terms

MangoSpring reserves the right, at its sole discretion, to change, modify, add, or remove portions of this Agreement at any time. You agree to review this Agreement periodically for changes. Your continued use of the Service after the posting of changes constitutes your binding acceptance of such changes. If any such revision is unacceptable to you, your only remedy is to terminate your MangoSpring User Account. For any material changes to this Agreement, such amended terms will automatically be effective thirty days after they are initially posted on the Service.

11. Eligibility

The Service is not available to persons under 18 years of age or to any Users previously suspended or removed from the Service by MangoSpring. MangoSpring may terminate your account, delete any content or information that you have posted on the Service, and/or prohibit you from using or accessing the Service (or any portion, aspect or feature of the Service) for any reason or no reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18. By clicking the "I Agree" button or by otherwise subscribing to or using the Service you represent that you are at least 18 years of age.

12. Security

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You understand that internet technologies have the inherent potential for disclosure. You acknowledge that you are under no obligation to provide personal or sensitive information in order to use the Service, and that you provide any personal or sensitive information at your own risk.

13. Electronic Communication

You acknowledge that you are solely responsible for the use of electronic mail in connection with the Service. You represent and warrant that you have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including without limitation the CAN-SPAM Act of 2003 and any relevant data protection or privacy laws) in your use of the Service.

14. DMCA Notice

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify MangoSpring's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Service;
- Information reasonably sufficient to permit MangoSpring to contact you, such as your address, telephone number, and, e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Name: Christina Kejriwal
Attn: DMCA Notice
Company: MangoSpring, Inc.
Address: 14500 SE 30th Pl, Suite 105, Bellevue, WA 98007 USA
Telephone: 425 274 9950
Email: support@mangospring.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying MangoSpring and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with MangoSpring's rights and obligations under the DMCA, including 17 U.S.C. 512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, MangoSpring has adopted a policy of terminating, in appropriate circumstances and at MangoSpring's sole discretion, members who are deemed to be repeat infringers. MangoSpring may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

15. Indemnity

You agree to defend, indemnify and hold harmless MangoSpring and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or work transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your Content or any that are submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

16. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, MANGOSPRING, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

For the Free service, MangoSpring is not required to provide any support or maintenance with respect to the Service; although you may purchase support from the MangoSpring separately.

17. Limitation of Liability

MANGOSPRING SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS, THIRD PARTY CONTENT OR CONTENT TO OR FROM THIS SITE. IN NO EVENT SHALL MANGOSPRING BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF MANGOSPRING KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

The Service is controlled and operated from its facilities in the United States. MangoSpring makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the U.S.

18. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by MangoSpring without restriction.

19. Governing Law.

This Agreement shall be governed by the internal substantive laws of the State of Washington, without respect to its conflict of laws principles. Any claim or dispute between you and MangoSpring that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in King County, Washington.

20. Notification Procedures.

MangoSpring may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by MangoSpring in our sole discretion. MangoSpring reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement.

21. Entire Agreement/Severability.

This Agreement, together with any other legal notices and agreements published by MangoSpring via the Service, shall constitute the entire agreement between you and MangoSpring concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

22. No Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and MangoSpring's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

23. Contact

Please contact support@mangospring.com with any questions regarding this Agreement.