

Merchant Warehouse Affiliate Program

Terms & Conditions

1. Affiliates cannot compete with Merchant Warehouse's market in providing merchant account services, credit card processing software and equipment, and cannot in any manner advertise as a competitor for "merchant accounts," "card processing services," "card processing equipment," or any other industry related terms, products, or services on any search engine (such as Google, MSN, or Yahoo!) for the purpose of generating leads.
2. Affiliate websites will be evaluated according to our internal guidelines and policies. Merchant Warehouse reserves the right to decline any application based on the submitted website.
3. In the unlikely event that any changes to the program occur, Merchant Warehouse reserves the right to change any commission rate structure at any time. 90 Days prior to the effective date of change, a formal notice will be provided to our Affiliates in writing, via the email address associated with the Affiliates' account information.
4. Compensation will be issued on a Per Lead or Per New Account basis. Affiliates will be paid based on monthly referral activities, and according to our stated Payment Scale.
 - o Lead: A lead is defined as any business contact entered into our internal CRM system. By using your customized URL and toll-free number, any lead in our CRM which originated from you will be automatically attributed to your account.
 - o Approved account: Any Lead, as defined above, where the customer is approved for a merchant account from Merchant Warehouse.
5. Merchant Warehouse shall make payments by any method in its sole discretion. In order to get paid, all affiliates must complete the Affiliate Program Contact Form.
 - o **U.S. Domestic Affiliates:** After reaching total payments of \$500 within one calendar year, all affiliates are required to submit a W-9 tax form. Failure to do so will result in the suspension of all payments until the W-9 tax form has been received.
 - o **International, Non U.S. Affiliates:** Before any payments are issued, all Non U.S. affiliates are required to submit a Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding Form or W-8BEN in order to be paid. Failure to do so will result in 30% earnings withheld.
6. Cookie length – ninety (90) days. Merchant Warehouse tracks referrals by the use of browser cookies. The life span of the cookie is ninety (90) days, which means that if a user returns to our website within 90 days and contacts us, that referral will still be attributed to your account.
7. Duplicate referrals. Once a business is recorded as a lead in our CRM system, the lead belongs to the referring affiliate for three (3) months. If the same business is referred by a 2nd affiliate during these three (3) months, this is not considered a valid lead, and will not show up in any referral

statistics. If the business is not approved for a merchant account by Merchant Warehouse during the three (3) months, the business is eligible to become a valid lead again.

8. Affiliates use of their referrals' contact information for any other purposes other than referring their business to us is prohibited, including selling a referred leads' contact information.
9. We do not permit SPAM of any kind. This includes, but is not limited to:
 - o Sending unsolicited emails.
 - o Posting to any inappropriate newsgroups that do not allow business content.
 - o Using the "Merchant Warehouse" name in any unsolicited communications.
10. Inactivity. Merchant Warehouse reserves the right to terminate any affiliate account due to inactivity. An account is considered inactive after two months with no referral traffic.
11. Disclaimer. Merchant Warehouse is not responsible lost referrals due to the following reasons including, but not limited to:
 - o Improper or erroneous tracking implementation by affiliate, including but not limited to the use of iframes, misspelled affiliate URL, multiple URL re-direction, etc
 - o Referred visitor has browser set to not accept cookies
 - o Referred visitor contacts us after the cookie has expired

Additional Legal Terms & Conditions:

- A. Each party shall be deemed as independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement shall be deemed or construed in any manner as creating any partnership, joint venture, employment, agency, fiduciary, or other similar relationship. You will be responsible for all owed taxes on "commissions" and will be sent a 1099 Earnings Statement. You are referred to as an Affiliate in this Agreement only to identify your rights and obligations hereunder and you are not and shall not be an affiliate of Merchant Warehouse for any other purpose.
- B. You shall fully comply with laws, statutes and federal and/or state regulations in the performance of any activities under this Agreement.
- C. You shall indemnify and hold Merchant Warehouse harmless from any and all losses, claims, damages, liabilities and expenses, including attorney's fees and costs arising out of (i) the manner that you find leads and (ii) your failure to comply with applicable law.
- D. You may not assign your rights or obligations under this Agreement to any other party.
- E. This Agreement shall be governed by the interpreted in accordance with the laws of the State of Massachusetts, without regard to the conflicts of laws and principles thereof. Your consent to the executive jurisdiction in the state and/or federal courts located in Boston, Massachusetts, in any dispute involving this Agreement.
- F. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

PLEASE NOTE: If, for any reason, an Affiliate is deemed in violation of the above terms and conditions, Merchant Warehouse reserves the right to terminate this Agreement, and all unpaid earnings will be forfeited by the Affiliate.

Last updated: 4/17/2009