

Affiliate Agreement Form

The following are the terms and conditions of participating in the Simplicity Software Affiliate Program. "Affiliate" refers to yourself, and "Simplicity Software" refers to Simplicity Software provided by SeikoSoft LLC. an Idaho LLC .

Payments and Commissions

Simplicity Software will pay the Affiliate a 30% commission of the Software License Fee for each Simplicity Software License Sale which is identified by a visitor from Affiliate's web site using their unique Affiliate Link.

Affiliate commission shall be paid by company check approximately every 30 days, approximately 15 days after the prior period. Simplicity Software reserves the right to modify the payment schedule. If commission does not exceed \$100, Simplicity Software reserves the right to hold payment until commissions accumulate to the minimum amount.

Although the Affiliate Program is not limited to the U.S. all payments will be made in U.S. dollars.

If a qualifying sale is canceled or refunded, the related commission will be deducted from the next monthly payment.

All Affiliates are NOT employees of Simplicity Software and are responsible for their own local, state, or country taxes.

All Affiliate applications are subject to approval by Simplicity Software.

Both Simplicity Software and the Affiliate reserve the right to terminate this agreement at any time. If canceled, outstanding commissions for current period at time of cancellation shall be paid in the next monthly payment so long as rules of this agreement were not violated by the Affiliate.

Affiliate Link

You will be issued an "Affiliate Link", or unique URL, which allows Simplicity Software to identify visitors from your site as originating from you. These visitors are tracked with this unique URL and sales are recorded with your Affiliate Id. To receive commissions, you must use the provided Affiliate Link. The URL may be in various forms such as a banner, image, or text link.

Simplicity Software reserves all rights in or to its trademarks and servicemarks but may be used by Affiliate in accordance with this agreement. The Simplicity trademark may not be used to register internet domain names for any purpose. Affiliate may in no way display a Simplicity Software logo, image, or trademark which may be distasteful, defame, or misrepresent.

Affiliate shall not misrepresent Simplicity Software products or services.

Affiliate is solely responsible for insuring that their Affiliate Link is setup properly to qualify for commissions.

Affiliate may not use their own Affiliate Link to order services from Simplicity Software. Doing so will result in immediate reversal of any commission.

Affiliate agrees to not send unsolicited mail or SPAM mail to promote any of Simplicity Software products or services. This action WILL RESULT in immediate termination of your account with a cancellation of any pending commissions. Affiliate will also be in violation of the Simplicity Software Affiliate Agreement and subject to legal action.

Prohibited Sites

Sites that promote: sexually explicit material or violence do not qualify as an Affiliate. Sites that promote discrimination based on race, sex, religion, national origin, and physical disability, shall not be accepted. Sites that promote illegal activities shall not be accepted. Do not apply if your site promotes these kinds of activities. By applying, you are stating that your Site does not directly promote or endorse these activities.

Term of Agreement

This agreement remains in effect until cancelled by either party.

Commissions earned through the date of expiration or cancellation of this agreement will remain payable only if the qualifying sales are not cancelled or refunded by the referred Customers. Payment of the final Commission payment to the Affiliate may be withheld for a reasonable time in order to ensure that the correct amount is paid.

Disclaimer

Simplicity Software will make every reasonable effort to track and pay commissions for all sales that apply to Affiliate. However, Simplicity Software is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily disrupt or diminish this service.

Privacy

To protect Simplicity Software customer privacy, we cannot provide identifying customer names and contact information to you. However, we will provide an online report detailing price, service, date of sale, and perhaps other data for your records.

Independent Contractor

The relationship between Simplicity Software and Affiliate established by this Agreement is that of independent contractors. Simplicity Software and Affiliate shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. Term "Affiliate" shall not be interpreted as a legal partner or affiliate, simply as an independent contractor for Simplicity Software under this agreement.

Limitation of Damages

Simplicity Software shall not be held liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even if Simplicity Software has been advised of the possibility of such damages. Simplicity Software aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by Simplicity Software under this agreement.

Affiliate understands that Affiliate tracking can never be 100% accurate and Simplicity Software is not responsible for inaccuracies that might occur beyond its control. Tracking of Affiliate sales depend on several factors which are out of the control of Simplicity Software. It is the goal of Simplicity Software to make Affiliate tracking as accurate as possible, however, Simplicity Software cannot guarantee 100% tracking for situations beyond its control.

Warranty Disclaimer

Simplicity Software makes no warranties expressed or implied with regard to Affiliate Program except as outlined in this agreement.

Governing Law

This agreement shall be governed by the laws of the State of Idaho and the United States.

Affiliate Signature

Date