

Affiliate Agreement

Last Updated: June 09th, 2020

This Affiliate Agreement is between Gomeisa LP (“we” or “Company”), and you, the individual or entity signing up to become an affiliate (“you” or “Affiliate”).

The Company has developed the ToonLead Affiliate Program (“Affiliate Program”) and wants to market it and the associated content using the program offer (an “Offer”).

By submitting an application or participating in the Affiliate Program, you expressly consent to all the terms and conditions of this Agreement.

The details of the Affiliate Program in summary:

- You must be at least 18 years old to register as an Affiliate;
- You’ll receive 50% commission for every new conversion (one-time or recurring) you refer and 5% of the income for each new Affiliate you refer;
- The minimum payout balance is \$100.00 (we pay in USD);
- No maximum payout;
- Commissions older than 30 days will be paid within the first (1st day of the month) and third (16th day of the month) weeks of each month;
- Affiliate receives payments to either a Paxum, Webmoney, or Bank account.
- Affiliate must adhere to all the terms and conditions of this Agreement.

Enrollment in the Affiliate Program

Affiliate must be at least 18 years old or the age of majority in the Affiliate’s place of residence, whichever is greater, to enroll in the Affiliate Program. If Affiliate is accessing this Agreement on behalf of an entity, all individuals involved in the entity must be at least 18 years old or the age of majority in their place of residence, whichever is greater.

Affiliate must fill out an Affiliate Program application from the ToonLead.com domain. Do not use any aliases or other means to hide your identity or personal information. After reviewing the application, the Company will notify Affiliate of acceptance or rejection to the Affiliate Program, generally within two (2) business days.

Affiliate Application Rejection

The Company reserves the right to reject Affiliate applications for any reason. The Company also reserves the right to choose whether we provide an explanation or reasoning for affiliate application rejection. Below are just a few reasons why an application may be rejected (this is not an exhaustive list):

- The application contains inaccurate information;
- One or more Affiliate sites that promote violence, hatred or bigotry, sites that promote or engage in illegal activity, including (but not limited to), hacking, cracking, nulled, and warez sites.

- One or more of Affiliate's domain names or Affiliate sites are identical or confusingly similar to a trademark or service mark in which the Company or another person has intellectual property or other legal rights;
- Leads customers to mistake Affiliate for the Company or any other affiliated business or otherwise impersonates or tries to impersonate the Company, its employees, another Affiliate, or any other person.
- Affiliate use anyone else's account in the Affiliate Program.
- Sites considered inappropriate by the Company will be rejected.

Dormant Affiliate Account

An Affiliate account is considered dormant if no conversions have been generated after a 6-month period. A dormant Affiliate account will be temporarily deactivated if no conversions have been generated after 6 months.

Affiliate Account Security

The Company cares about the integrity and security of Affiliate's personal information. Nevertheless, the Company cannot guarantee that unauthorized parties will never be able to defeat the security measures or use any personal information of Affiliate for improper purposes. Affiliate acknowledges that they provide their personal information at their own risk.

License

Subject to the Company's approval of Affiliate and solely for the purpose of directing leads to Offers, the Company hereby grants Affiliate a nonexclusive, nontransferable, non-sublicensable license to:

- use, copy, and publicly display the licensed material solely on one or more affiliate sites and solely for the purposes stated in this Agreement;
- market, advertise, and promote Offers on one or more affiliate sites;
- use the Company's service marks, trademarks, and logos that the Company may make available to Affiliate as part of the licensed material.

Affiliate will only use the licensed material in accordance with this Agreement and not for any other purpose.

Except as expressly granted in this Agreement, the Company does not grant any other rights to Affiliate. The Company reserves all rights to select, alter, add, or remove all licensed material and promotional links used for the Affiliate Program.

On termination of this Agreement or Affiliate's withdrawal from the Affiliate Program, Affiliate's license to download and use the licensed material will automatically terminate and all rights will automatically revert to the Company. At that time, Affiliate will promptly delete all copies of the licensed material that might reside on any computer system, storage device, server, or site owned by Affiliate or under its control.

Prohibited Conduct

Affiliate is responsible for all content posted on the Affiliate's sites. The Company prohibits Affiliate from engaging in the following prohibited conduct:

- Depictions of Minors

Affiliate must not disseminate, post on Affiliate sites, or provide links to any matter that involves depictions of nudity or sexuality by an age inappropriate-appearing performer (that is, a performer who looks younger than 18 years old) or by a performer who is portrayed or made to appear as a person under 18 years of age by virtue of the script, make-up, costuming, demeanor, setting, etc.

- Illegal or Objectionable Content

Affiliate must not disseminate, post on its affiliate site, or provide links to any obscene material, including any material depicting child pornography, scat, defecation, feces, necrophilia, bestiality, actual or simulated rape, sexual violence, actual violence inflicted on individuals by themselves or others, torture, or death. Nor will Affiliate disseminate, post on its affiliate site, or provide links to any content or materials of the following nature: warez, distribution of pirated content, prostitution or escort services, human trafficking, gambling, or controlled substances.

- Spam

Affiliate must strictly comply with the federal CAN-SPAM Act of 2003 (the "Act"). All emails sent in connection with the Affiliate Program must include the appropriate party's opt-out link. The company may request - prior to your sending emails containing linking or referencing the Affiliate Program.

It is solely your obligation to ensure that the email complies with the Act. You agree not to rely upon the Affiliate Program approval of your email for compliance with the Act, or assert any claim that you comply with the Act based upon the Affiliate Program's approval.

- Cybersquatting or Typosquatting

Affiliate must not use or register or try to use or register any domain name (including second-level, third-level, fourth-level, fifth-level, and so on), subdomain name, or directory that is identical or confusingly similar to a trademark or service mark in which the Company or another person has intellectual property or other legal rights.

- Promotion and Links to Other Sites

Affiliate must not use the licensed material, the Company service marks, or any other intellectual property owned by the Company to promote or link to any other site.

- Use of Unapproved Promotional Materials

Affiliate must only use the licensed material to promote the Affiliate Program sites. Affiliate must not use any other material, whether created by Affiliate or others, to promote the Affiliate Program sites.

Affiliates Duty to Notify

Affiliate will promptly notify the Company:

1. of all sites where Affiliate will promote Offers;
2. whenever there are inquiries or concerns by any person regarding any questionable activities;
3. if Affiliate receives any inquiries or requests for information regarding the following:
 - obscenity
 - child pornography or depictions of nudity or sexuality by minors

- spam complaints
- copyright\trademark infringement
- unfair business practices
- misleading search terms
- invasion of publicity or privacy issues
- fraudulent activities, including credit card fraud

Affiliate's failure to comply will constitute a breach of this Agreement. Affiliate will be responsible for any damage to the Company based on Affiliate's failure to notify the Company as required.

Affiliate Site Obligations

Affiliate will be solely responsible for developing, operating, and maintaining the Affiliate's site as well as all materials that appear on the Affiliate's site. Affiliate's responsibilities include:

- The technical operation of the Affiliate's site and all related equipment;
- Displaying the promotional links and licensed material on the Affiliate's site in compliance with this Agreement;
- Disclosing how Affiliate collects, uses, stores, and discloses user data, including, where applicable, that third parties (including the Company and other parties) may provide content and advertisements, collect user data, and use cookie files.

Statistics and Reporting

The Company will process all conversions made by customers who follow promotional links from the Affiliate's site to an Offer. Promotional link is any uniform resource locator (URL) placed on the Affiliate's site that has a unique identifier of Affiliate and link to an Offer or other sites related to the Affiliate Program. The Company may reject conversions that do not comply with the requirements of an Offer, as they might be updated on one or more occasions.

The Company will track qualified conversions for reporting and commission accrual purposes. The Company will use reasonable efforts to provide Affiliate with access to traffic reporting, qualified conversions, and revenue statistics. Affiliate acknowledges that in calculating Affiliate's earnings, the Company's good faith determination of any amount owed will be the final and binding determination. Affiliate will not try to artificially inflate its traffic reporting, qualified conversions, and revenue statistics by misleading or abusive practices.

Customer Policies and Pricing

Customers referred by Affiliate to an Offer are the Company's customers with respect to all activities they undertake in connection with Offers. Thus, as between Affiliate and the Company, all pricing, terms, rules, policies, and operating procedures concerning customer conversions and customer service set out on Offers will apply to those customers, and the Company may change them at any time without notice to Affiliate.

Commission

The Company pays out Affiliate commission of 50% for each qualified conversion. A qualified conversion means an individual person who:

- Accesses the Offer via the promotional link, where the link is the last link to an Offer;
- Is not a computer-generated user, such as a robot, spider, computer script and does not use other automated, artificial or fraudulent methods to appear like an individual, real live person;
- Provides valid personal information within the period allowed by the Affiliate Program and is not later determined to be fraudulent, incomplete, unqualified or a duplicate.

Referral Fee

The Company will pay a referral fee equal to 5% of the generated income to Affiliate for each new Affiliate that Affiliate refers to the Company and that the Company has accepted into the Affiliate Program. Any referral fee is subject to the Company's approval and only available on completion of all application requirements. The referral fee is only available for the duration of the new affiliate's account with the Company and is conditioned on membership in good standing.

Rejected Conversions

The Company reserves the right to reject Affiliate's commissions for any reason. Commission rejections may occur for the following reasons:

- The conversion that the commission was based on was refunded;
- The method used to generate the conversion violated our policies.

Payouts

The current minimum payment amount is \$100 for Paxum and \$1000 for bank wire transfer. The Company will roll over accrued commissions and referral fees totaling less than the minimum payout requirement until the payment owed satisfies the minimum payout requirement for the payment method selected.

Pay Periods

Subject to the minimum payout requirement for the chosen payment method, the Company will pay commissions and referral fees older than 30 days twice a month. Payouts are made within the first (1st day of the month) and third (16th day of the month) weeks of each month. The Company may change the pay periods on one or more occasions without notice.

Payout Processing Fees

The Company is not responsible for any third-party fees charged by banks or financial institutions used to receive commissions and referral fees. The Company will deduct a processing fee if the payment method selected carries a processing fee.

Payment Currency

The Company will make all payouts in United States Dollars.

Taxes

Affiliate will pay all taxes attributable to the commissions and referral fees earned under this Agreement.

Disputes

If Affiliate disputes a payment or the calculation of a commission or referral fee, Affiliate will notify the Company in writing of any disputes or discrepancies no later than 30 days after the end of the pay period in which the disputed payment occurred. Affiliate will include in its written notice a detailed statement describing the nature and amount of the dispute and all supporting evidence. Affiliate will cooperate fully and in good faith with the Company to promptly address and try to resolve the dispute. If Affiliate fails to timely notify the Company in writing, the parties will consider the Company's determination correct and binding on Affiliate, and Affiliate will not dispute the Company's determination.

Confidentiality

Except as otherwise provided in this Agreement or with the consent of the Affiliate Program, you agree that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the Affiliate Program, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that competes with the Affiliate Program, or assist another party to do the same.

Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Affiliate Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Affiliate Program.

Disclaimers

The Affiliate Program and links, and the products and services provided in connection therewith, are provided to Affiliate "as is". Except as expressly set forth herein, the Affiliate Program expressly disclaims all warranties, express, implied or statutory, including but not limited to the implied

warranties of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing, usage, or trade. The Company does not warrant that the Affiliate Program or links will meet Affiliate's specific requirements or that the operation of the Affiliate Program or links will be completely error-free or uninterrupted. The Company expressly disclaims any liability for any act or omission of a client or their products or services. The Company does not guarantee that Affiliate will earn any specific amount of commissions.

Limitation of Liability

In no event shall the Company be liable for any unavailability or inoperability of the links, Offers, sites, technical malfunction, computer error, corruption or loss of information, or other injuries, damage or disruption of any kind beyond the reasonable control of the Affiliate Program. In no event will the Company be liable for any indirect, incidental, consequential, personal injury / wrongful death, special or exemplary damages, including but not limited to, loss of profits or loss of business opportunity, even if such damages are foreseeable and whether or not the Company has been advised of the possibility thereof. The Company's cumulative liability to Affiliate, from all causes of action and all theories of liability, will be limited to and will not exceed the amounts paid to Affiliate by the Company in commissions during the six (6) months immediately prior to such claim.

Miscellaneous

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by the Company, in our sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as Affiliate. Affiliate agrees that by accepting this Agreement, they are consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy.