

Acceptance of Terms

The Affiliate Program Terms and Conditions (herein referred to as “the Agreement”) constitute a legal agreement between the affiliate program participant (herein referred to as “the Affiliate”) and Texty, Inc. (herein referred to as "The Company"), legal owner of the domain name and website Textysms.com (herein referred to as "the Website"). The Affiliate and/or the Company may also be referred to herein as a "Party" and collectively as the "Parties". The Affiliate Program (herein referred to as "The Program") allows the Affiliate to promote the Company's services and receive commissions according to the terms and conditions listed below. The Affiliate acknowledges, agrees to, and is bound by these terms and conditions by signing up and participating in the Program.

The Parties entering this Agreement are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency franchise, sales representative, or employment relationship between the Parties. The Affiliate has no authority to make or accept any offers or representations on the Company's behalf. The Affiliate cannot make any statement, whether on the Affiliate's website or otherwise, that would reasonably contradict anything in this Agreement.

Becoming an Affiliate

In order to be able to participate as an Affiliate of The Program, applicants must [register](#) an account via the Website. Once an account and profile have been created, the account holder can activate the affiliate link (a unique affiliate URL), which is accessible by navigating to the affiliate dashboard.

The Program is made available to any individual, company or organization that qualifies as described within the Terms of Service. The Applicant's affiliate privileges may be suspended or revoked if it is determined that the applicant is unsuitable for the Program for any reason. Examples of applicant unsuitability include but are not limited to any previous history of the applicant not complying with Textysms.com Affiliate Program Terms of Service, website or other activity that could be related to any unlawful, defamatory, obscene,

harassing or otherwise objectionable activity (such as facilitating illegal activity, promoting violence, promoting or assisting others in copyright infringement, sending unsolicited email, or promoting activities that the Company feels may harm the Textysms.com brand by association with the Program.)

Affiliate Roles and Responsibilities

1. The Affiliate is responsible for providing full and accurate information upon registration for the Program and keeping the profile information up-to-date.
2. The Company reserves the right to contact the Affiliate and request additional data regarding all the websites where the Affiliate promotes Textysms.com and the promotional practices used by the Affiliate, to which the Affiliate is required to provide truthful and detailed information. Failure to provide accurate and truthful information when requested by the Company may result in suspension or termination of the Affiliate account and forfeiture of any commissions.
3. The Affiliate should act in good faith in his/her Affiliate practices and refer customers in good standing.
 - If the Company detects a pattern in the practices used by the Affiliate that results in referring customers that are not in good standing, the Company reserves the right to suspend or terminate the Affiliate account and not pay commission payments due by the Company to the Affiliate.
4. The Affiliate should not take actions or make recommendations to its referrals that result in a potential revenue loss for the Company. If the Company detects a pattern in the practices used by the Affiliate that result in possible revenue losses, it reserves the right to suspend or terminate the Affiliate account..

The Affiliate should not use on behalf of their referrals, or encourage their referrals to use copyrighted or copied third-party material on their websites. The Affiliate should use only advertising materials approved by the Company. Any material that is not provided officially via the Affiliate User Area and not exclusively approved by a Company representative in written form is deemed

unapproved. The allowable promotional material may contain Textysms.com trade names, service marks, and/or logos for display on an Affiliate site. Subject to the terms and conditions hereof, the Affiliate is granted a limited, non-exclusive, non-transferable license to access and download such promotional material and other designated promotional materials for placement on the Affiliate Site for the sole and exclusive purpose of promoting websites owned, operated, or controlled by the Company. In utilizing the promotional material, the Affiliate agrees to cooperate fully with the Company in order to establish and maintain approved promotional material.

Appropriate Use of the Unique Affiliate Link

- Used in conjunction with approved Textysms.com Affiliate materials placed on Affiliate personal and/or Business websites
- Used in conjunction with approved Textysms.com Affiliate materials on social channels such as Facebook, LinkedIn, Twitter, Google+, Instagram, Pinterest, etc.
- Used in conjunction with approved Textysms.com Affiliate materials within Blog posts and websites for reviewing products and services.
- Other acceptable uses may apply. Consideration for additional uses must be submitted in writing via Support Ticket through the affiliate dashboard, but are not valid until approved and ratified by Textysms.com.

Inappropriate Use of the Unique Affiliate Link

- Using any illegal or spam method of advertising like unsolicited email, unauthorized placing of the link in forums, newsgroups, message boards, etc.
- Bidding on keywords and phrases containing the "Textysms.com" trademark, or variations or misspellings of the trademarked term on pay per click or pay per impression campaigns on search engines (Google, Yahoo, MSN, Ask, Bing, or other) without prior approval by The Company. Affiliates are not allowed to use Textysms.com as a display URL in pay per click ads or to direct-link or redirect to Textysms.com.

- Using traffic generated by pay to read, pay to click, banner exchanges, click exchanges, PPV advertising, pop-up/under, or similar methods. Providing cash back incentives, rewards or any other kind of incentives to obtain the sale without prior approval of the Company.
- Using the Company's advertising materials, trademark or name in a way that compromises the Company's image.
- Using iframes or any other techniques or technology that places your affiliate tracking cookie by any means other than an actual click-through.
- Using link cloaking or masking techniques or technology with the goal to promote Textysms.com on websites and/or networks not explicitly mentioned in the affiliate profile and to hide that traffic source.
- The Company has the sole right to decide if a promotional method used by the Affiliate is appropriate. In case the Company deems an advertising method used by the Affiliate to be inappropriate, the result could be a warning, suspension or termination of the Affiliate account, and the withholding of commissions.
- The Affiliate is required in accordance with FTC (<http://www.ftc.gov/>) advertising regulations to disclose the affiliate relationship with the Company on their website.
- Affiliate websites must NOT contain lewd, obscene, illegal or pornographic material, or any other material that is deemed to be objectionable. This includes, but is not limited to, bigotry, hatred, pornography, satanic materials, trademark and copyright materials, and all content of an adult nature. The designation of any materials as described above is left entirely to the discretion of the Company.
- The Affiliate website(s) and/or domain name(s) must NOT contain keywords and phrases containing the "Textysms.com" trademark or any other variations or misspellings confusingly similar to the Company trademark, name or domain name. The Company reserves the right to suspend all affiliate accounts and withhold commissions in case of noncompliance.

How the Affiliate Link Works

When visitors to your website click the Affiliate link, a cookie is placed in the browser allowing the Company to automatically track the visitors you refer as

they sign up for services. The users you refer don't have to purchase instantly as the cookies last up to 60 days following the initial visit. The Company is not responsible and shall not be held liable if the customer deletes or removes cookie data. Once a hosting product is purchased, your affiliate URL is transparently assigned to the profile and for each invoice the referred client successfully pays, the Affiliate will receive a commission.

What Qualifies as an Earned Commission

The Affiliate will receive the appropriate commission based on the product type and payment frequency of the referred client's purchase. Commissions are calculated as a percentage of the service fee. As and commissions are applied after the invoice has been successfully paid (with a 7 day period to process the payment) as long as ALL of the following hold true:

- This is a first time customer who had clicked on an active affiliate link and the cookies are active at the time of the order
- The referred customer is not the same person as the referring Affiliate

Affiliate Commission Payments

Commission amount is set forth on the official Texty Affiliate page located at <https://textysms.com/affiliates>.

Affiliate commission payments are accumulated throughout the month for all referred hosting products and a summary commissions report is emailed on the 1st of every month to show the total current balance. Commissions are paid automatically on the 10th of each month* for affiliate balances of \$100 or more. All commissions are paid in US dollars and there are three withdrawal methods available: Account Credit, PayPal (PayPal transaction fees may apply), and ACH bank transfer.

*Regular commission payments are made on the 10th of each month unless the 10th falls on a weekend or a bank-recognized holiday, in which case commissions will be paid on the next business day.

The Company reserves the right to withhold any payouts of commissions for sales that are potentially fraudulent, or a breach of this agreement, as determined by the Company in its sole discretion.

The Company reserves the right to deduct from Affiliate's current and future commissions any and all commissions paid out for sales corresponding to any fraudulent, charged back, or refunded purchases.

Termination of Affiliate Relationship

The Affiliate can cancel the Affiliate relationship at any time by contacting the Company via support ticket through the affiliate dashboard, or sending a message to support@textysms.com. The Affiliate relationship will be canceled immediately upon receipt and processing of the Affiliate cancellation ticket and any commissions earned will be paid during the next monthly pay out date.

The Company can cancel the Affiliate relationship at any time using any of the following methods:

1. With a 7-day prior notice without explanation. Any commissions due at the time of the cancellation will be sent to the affiliate after any holding period and in accordance with a regular payout cycle.
2. Immediately with no prior notice if the affiliate does not comply with the Affiliate program terms. In such a case, the Company has to provide no prior warning and can withhold any commission payments.
3. Immediately with no prior notice and/or explanation if the affiliate has not generated any commission for a period of 6 months or longer.

After the cancellation of an Affiliate account the Company will no longer track the sales associated with the affiliate and will not owe any commissions to the affiliate for future sales or referred clients.

Limitation of Liability

BY PARTICIPATING IN THE AFFILIATE PROGRAM, YOU ACCEPT THE TERMS OF SERVICE IN THEIR ENTIRETY AND AGREE THAT THE COMPANY WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE,

PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO THE AFFILIATE UNDER THIS AGREEMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Affiliate Program Subject to Change

The Company reserves the right to change the above Terms of Service at any time. Such changes will become effective and binding after their posting on the Company's website. The Affiliate agrees to regularly review the Affiliate program Terms of Service and be aware of the changes made. By continuing to participate in the Affiliate program after a revision has been posted, the Affiliate agrees to abide by them.

If the program commission amount changes, affiliates who have already signed up with previous commission amounts will be “grandfathered” into the previous commission amount, which they signed up to.