

AFFILIATE LICENSE AGREEMENT

GENERAL

This agreement describes the entire terms and conditions which govern your participation in our Affiliate Program available exclusively through the Web site www.datingscripts.co.uk and provided by cliXGalore Affiliate Marketing. This Agreement is between you and eMeeting Ltd.

"Affiliate", "You", and "Your" refer to you, the applicant; "We", "Our" and "Us" refer to eMeeting Ltd; "Referring Web Site" refers to the web site from which you optionally link to our web site; "Services" refers collectively to services offered by eMeeting Ltd.

1. REFERRAL WEBSITE SITE

Affiliate may provide a link from a Referring Web Site to our web site and earn referral fees as outlined below. Affiliate may remove said link from a Referring Web Site and re-link to our web site at any time without prior approval. Affiliate may not display the eMeeting Ltd name or link in any way that may defame us or mislead the customer.

Affiliate may not link to our web site from a Referring Web Site which promotes spam as described in this Agreement, pornographic material, violence, illegal activities such as software piracy, or discrimination based on race, gender, religion, national origin, physical disability, sexual orientation, or age.

We have the right, but not the obligation, to pre-approve the graphics and logos used on a referral web site which is linked to our site. If the Affiliate specifies a price point for our Services in its marketing and advertising, it shall ensure that it is updated regularly to reflect all price changes

We shall have the right, but not the obligation, to monitor the Affiliate's Referring Web Site at any time and from time to time to determine if it is in compliance with the terms and conditions of this Agreement. We shall have the right, but not the obligation, to approve, in our sole and absolute discretion and with due regard to the protection and preservation of the goodwill of our services, any promotional, advertising or marketing item used by the Affiliate. The Affiliate shall make all deletions and modifications suggested by us on any site where our services are mentioned.

2. NO FRAMES

Affiliate may not put our web site in frames under any circumstances.

3. REFERRAL URL

Affiliate may advertise our services using affiliate's assigned URL (Universal Resource Locator) rather than, or in addition to, placing a link to our site on a Referring Web Site. Affiliate is solely responsible for ensuring that Affiliate's assigned URL is used in Affiliate's advertising, and Affiliate agrees that we cannot calculate referral fees otherwise.

4. NO SPAMMING

Promoting our services via unsolicited e-mail is strictly prohibited, and affiliate agrees to not reference us in any way, shape, or form, in any e-mail that Affiliate sends in which the recipient has not specifically asked to receive it. In the case of mailings, which are conducted by a third party on Affiliate's behalf, Affiliate assumes full responsibility and is advised to perform due diligence to ensure that the mailing list is in fact 100% opt-in. Furthermore, Affiliate may not link to our site from any URL that is promoted via unsolicited e-mail. Affiliate may reference our services in discussion groups, message boards, and USENET newsgroups as long as this is done in a way that does not violate the conditions of participation in the discussion groups, message boards and USENET newsgroups.

Affiliate agrees that we will terminate this Agreement and withhold all referral fees due if Affiliate is found in violation of this policy.

5. QUALIFYING SERVICES

All Services sold by us to customers originating from Affiliate's Referring Web Site or Referral URL -- and processed via our online order forms, telephone or fax numbers, or mailing address -- qualify to earn Affiliate referral fees as described below . We reserve the right to decline payment of any referral fees should we believe, in our sole opinion, that the fees due are for unqualified Merchant Account prospects. Affiliate will not receive referral fees for the Affiliate's own downloads, leads, or Merchant Account. Affiliate may not directly or indirectly refer him/herself. Affiliate will not receive referral fees if Affiliate places an order on behalf of a Customer - for receiving referral fees - the Customer must place the order him/herself.

6. PRICES

Prices and fees of our services may be changed at any time, solely at our discretion, by posting the revised prices in our Web site and by informing Affiliate through e-mail.

7. REFERRAL FEE ACCOUNT

Affiliate will receive 30% of eMeeting Dating Software sale price only. Affiliate will not receive additional payment for other products or services purchased.

Definition Of Sub-Affiliates: A Sub-Affiliate is defined as a third party that is in no way personally related to Affiliate. Affiliate is not permitted to register for our Affiliate Program more than once, and any attempt to artificially inflate Affiliate's referral fees will be grounds for immediate termination of this Agreement.

Affiliate understands that we monitor all affiliate registrations and orders, and agrees that we will terminate this Agreement and withhold all referral fees due if Affiliate is found in violation of this policy.

8. REFERRAL FEE PAYMENTS

All referral fee payments shall be paid on or before the last day of each calendar month for the previous month's referral fees, as long as the amount due to Affiliate is more than or equal to 100 GBP. If the amount due to Affiliate is less than 100 GBP, the amount will be carried forward to the next month. Referral fee overpayments may be deducted from future payments or shall be reimbursed by the affiliate. An online statement of referral activity is available to Affiliate at all times.

9. RETURNS AND CANCELATIONS

If we have to issue a refund to Affiliate's customer for any reason, the corresponding referral fee(s) will be deducted from Affiliate's next monthly referral fee payment. If the said referral fee(s) are less than the amount due to Affiliate, the Affiliate will be billed for the balance amount.

10. TAX REPORTING

Affiliate shall be responsible for all taxes and other similar levies applicable to the referral fees pursuant to any law or regulation. The Affiliate shall report the referral fees to its taxation authorities as required by law.

11. OUR POLICY

Every customer who is interested in our products or services are deemed to be our customer. We will be in direct contact with the customer for the purpose of providing service to the customer. Affiliate shall refer all questions, requests or queries regarding our services to us. Affiliate does not have the authority to make or accept any offer on behalf of us. We are not responsible for any representations made by Affiliate which contradict our policies, and our policies will always determine the purchase price and fees of our services.

12. SERVICE INTURRUPTIONS AND TRACKING

We will make every effort to ensure that our web site is operational, and to track Affiliate's referred customers. However, certain unavoidable technical difficulties may occasionally cause temporary service and tracking interruptions. Affiliate agrees that we are not liable in any way for such interruptions.

13. REFERENCES/TESTIMONIALS

Affiliate agrees to cooperate with us in the development of press releases, testimonies, and other such marketing materials. Affiliate grants us unlimited rights to reference Affiliate in any and all marketing materials, without further compensation.

14. TITLE

Title, ownership, and intellectual property rights involved in our Services shall remain with us.

15. COPYRIGHTS

Affiliate is responsible for ensuring that Affiliate's advertising obeys all applicable copyright and trademark laws. We are not responsible for Affiliate's misuse of any copyrighted material.

16. LIMITATION OF DAMANGES

We shall have no liability for any indirect, incidental or consequential damages, or any loss of revenue arising under or with respect to this agreement or the Affiliate program, even if we have been advised of the possibility of such damages.

17. MISCELLANEOUS

Affiliate is an independent contractor, and nothing in this Agreement shall create any form of partnership, joint venture, franchise, agency, or employment relationship between the parties. Affiliate will not be treated as our employee. Affiliate shall not assign this Agreement, by operation of law or otherwise, without our prior express written consent. Subject to the foregoing, this Agreement is binding upon, insures to the benefit of, and is enforceable by the parties and their respective successors and assigns.

18. TERMS AND TERMINATION

We have the right to terminate this Agreement at any time, either due to breach of its terms or otherwise, by notifying the Affiliate through e-mail. Please note that it is our intention never to terminate the Affiliate Program. However, we reserve the right to do so in response to changes in market conditions. The Affiliate may terminate the Agreement at any time by notifying us through e-mail. If the Agreement has not been terminated due to breach of its terms, the final referral fee payment to Affiliate will be made to Affiliate within a reasonable period of time. If the Agreement has been terminated because of breach of its terms by the Affiliate, the Affiliate will automatically forfeit any referral fees then receivable or receivable in the future.

19. AGREEMENT MODIFICATION AND APPLICATION

We may, in good faith, modify any of the terms and conditions contained in this Agreement (including, but not limited to, the Referral Fee Amounts), at any time and in our sole discretion, by posting a change notice or a new agreement in this Web site or by informing Affiliate through e-mail. It is our intention to keep Referral Fee Amounts as stated. However, we reserve the right to alter the Referral Fee Amounts at any time. Any credit accumulating after such change will be at the new rate, i.e., the Affiliate is not guaranteed to have the same rate as the one started with. This is not a loophole to defraud Affiliates, but a way for us to prepare for anything unforeseeable in the rapidly changing world of the Internet and electronic commerce. If any modification to this Agreement is not acceptable to the Affiliate, its only recourse is to terminate this Agreement. The Affiliate's continued participation in the Program following the said posting of a change of notice or new agreement shall constitute binding acceptance by the Affiliate of the change.

If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

20. INDEPENDENT INVESTIGATION

Affiliate acknowledges that it has reviewed this Agreement and agrees to all its terms and conditions. The Affiliate understands that we may at any time solicit customer referrals on terms that may differ from those contained in this Agreement or operate Web sites that are similar to or compete with the Affiliate's Web site. The Affiliate has independently evaluated the desirability of participating in the Program and is not relying on any representation, guarantee or statement other than as set forth in this Agreement.

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any.

10. CONTACT INFORMATION

If you have any questions about this license agreement, or if you want to contact eMeeting Ltd for any reason, please direct all correspondence to:

eMeeting Ltd

Office 5, 28 New Queen Street

Scarborough

North Yorkshire

YO12 7HJ

England, United Kingdom