

This Qpid Network Affiliate Agreement (the "Agreement") is made by and between Qpid Network (hereinafter "Qpid Network", "we", "its", "us" "our" or "the Company") and you (hereinafter an "affiliate" or "You").

"Program" means the contractual arrangements set out herein and as contemplated to be carried out by you, us and other affiliates.

By using this Site, enrolling or serving as an Affiliate under the Program, you agree to comply with all these terms and conditions as may be amended from time to time.

All information submitted by an applicant for Affiliation to us must be true and accurate. Failure to provide the same may result in subsequent termination of the Affiliate's participation in the Program.

We may reject your application after initial approval if we determine (in our absolute discretion) that your Site or App is unsuitable for the Program. You should also note that if you are accepted to participate in the Program under these terms and conditions but your Site or App is thereafter determined (in Company's sole discretion) to be unsuitable based on the considerations herein, the Company may terminate this Agreement and your participation in the Program.

Furthermore, we reserve the right to close an Affiliate's account and terminate this Agreement at any time, without payment of any Commission to an Affiliate, if the Affiliate is found to have violated any one of our policies.

Usage of Banners, Links and Promotional Materials

We will provide you with all links and any related banners, graphics, or text ads necessary to promote Qpid Network's Sites and Services to your Site's visitors and/or its members. The Affiliate Link ("Link") may consist of ads containing text or graphical images provided by us (and which are subject to change from time to time in our sole discretion) and may contain our logo or other references to Qpid Network or its Sites. This Link will connect your Site or App with the webpage on our Sites where the visitor may apply for Qpid Network Services directly with us. The Link will serve to identify you as a member of our Affiliate Program.

You understand that the Link and any related banners, graphics, artwork or text are the intellectual property owned by Qpid Network or its associated companies. You are granted a limited, non-exclusive, non-transferable licence to access and link designated promotional materials for publication on your Site(s) for the sole and exclusive purpose of promoting the Sites and Services owned, operated or controlled by Qpid Network.

You cannot engage deceptive language or misleading URLs in the Links, and you may not use unsolicited commercial e-mail, spam, or other illegal or unethical means to generate commissions.

We may, from time to time, provide you with written copy, such as our members' success stories or dating tips ("Articles"), which you may use on your Site(s) to promote Qpid Network's Sites and Services to visitors and members of your Site.

All such copies provided to you remain the intellectual property of Qpid Network or its associated companies. You are granted a limited, non-exclusive, non-transferable license to use such copies on your Site(s) solely for promotional purposes for Qpid Network Sites and Services. We may, at any time, request that you discontinue the use of all or part of the Articles we provided.

You may not edit, modify or change in any way the Articles provided to you, without our express written consent.

We may also provide you, from time to time, with email templates which you may adopt to distribute mass promotional information and offers from Qpid Network to members of your Site(s). Such email templates may not be changed, edited or modified without our express written consent and may only be used for promoting Qpid Network Sites and related services.

You must ensure that you have been granted the right or permission to send mass emails to recipients whom you contact on our behalf or using our email templates. Qpid Network is not responsible or liable for any violations or damages resulting from your failure to comply with relevant anti-spam or personal privacy regulations.

All such email templates and related material remain the intellectual property of Qpid Network or its associated companies, for which you are granted a revocable, non-exclusive, non-transferable license which we may discontinue at any time.

You understand that the permitted promotional methods are limited to: web display, on-site advertising, email traffic (on opt-in basis only), search advertising (with keywords restrictions, see below in paragraph 7.2), SMM (paid advertising only).

Commission

We pay commissions based on the options of Pay Per Lead Program.

Pay Per Lead Program: A lead to be paid is defined as a valid member you acquire from valid sources. Every calendar month the Leads to Sales Conversion Rate (hereafter referred to as "L2S Conv. Rate") will add value to the commission rate. The L2S Conv. Rate is the proportion of your referred members to our Sites who purchase credits before the 15th day of the subsequent month.

If the L2S Conv. Rate is less than 2% but larger than 0%, we may evaluate the traffic quality and request clear demonstration of how these results were achieved. Qpid Network Affiliate Program reserves the right to reject leads if it is found they are improper ones.

Pay Per Lead Program requires the generation of quality traffic with clear clarification of how those results were achieved. Qpid Network reserves the right to refuse leads if they are found having been generated by bots, script or other improper methods. We consider the leads to be improper, if, among other things, they were generated:

with the help of incentivized bonus programs;

from doorway pages or "throwaway domains";

with the help of the lead generation sites;

by friends or associates obtained through social networks and/or chat rooms;

from the same IP-Address.

Improper leads will not be taken into account for the purpose of calculating Commission payment.

At this moment we do not accept Affiliates from the following countries:-

Afghanistan, all African countries (excluding Republic of South Africa), Bangladesh, India, Iraq, Iran, Jordan, Pakistan, North Korea or those countries under embargo or sanction by the United Nations, European Union or the United States.

The Commission Payment Rate is subject to change from time to time. You will be notified of any changes in the Commission Payment Rate, or Commission Payment Floor via the Program's internal email, email, posting on the Site, and/or by any method in our sole discretion.

In this affiliate program, the terms "Valid Member" and "First Order" both carries their respective definitions. Only members and/or orders conforming to these definitions can be counted as the basis for the calculation of Commission.

Valid Lead

A valid lead is one which referred a member who satisfies the following conditions:

- a) be of the male gender; and
- b) be between 30 to 60 year old; and
- c) have created a complete profile on one of Qpid Network's member sites, with his e-mail address verified; and
- d) be a resident of and have registered via an IP address from one of the following countries: United States, Netherlands, Austria, Australia, Belgium, Canada, Switzerland, Sweden, Germany, Denmark, Spain, Finland, France, United Kingdom, Ireland, Iceland, Hungary, Singapore, Norway or New Zealand.

Special or exempted conditions will prevail in offers that created for special purposes with such a description.

Commission Payment

We will not pay an Affiliate who has chargebacks or creditbacks of 5% or more.

We reserve the right to audit accounts of all our Affiliates. In case of a violation found by our Anti-Fraud Department or suspicion of violation, we reserve the right to suspend the payout of Commissions until the queries and/or issues are completely clarified. If the Program regulation violations are proven, premeditated and/or systematic, we have the right to close an Affiliate account without any prior warning

Commission payments.

In the case of a chargeback, Commission for the related transaction will not be paid. Any penalties caused by the chargeback transaction will be deducted from the affiliate's account or if the unpaid balance is not sufficient to cover that amount, a bill will be sent to the affiliate. In the event that our Anti-Fraud Department identifies any malicious conduct resulting from the chargeback and in connection with an affiliate, we have the full right to suspend the affiliate's account immediately and defray the unpaid balance.

Policies and Pricing

A person who registers through this Program will be deemed to be customers of Qpid Network.

Accordingly, all Qpid Network terms and conditions, rules, policies, and operating procedures concerning member conduct, customer service, and sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for services rendered under this Program in accordance with our own pricing policies.

Responsibilities

If you qualify and agree to participate as a Qpid Affiliate, you may display the provided Link prominently throughout your Site or App as you see fit and without our prior consent subject to the terms and conditions of this Agreement.

You are solely responsible for ensuring that your Site or App and your products and services that you offer from your Site or App comply with all applicable copyright and other laws including anti-spam and personal privacy laws. You must have obtained express permission to use third party's copyrighted or proprietary material, contravention of which we will not responsible.

You are solely responsible for the development, operation and maintenance of your Site or App and for all materials that appear on your Site. Such responsibilities include, but are not limited to, the technical operation of your Site or App and all related equipment; the accuracy and propriety of materials posted on your Site; and ensuring that materials posted on your Site or App do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability for all such matters.

The Affiliate hereby undertakes to comply with all national laws and regulations applicable to the Affiliate, Referral Sites and us.

You will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your Site and/or App.

You further represent and warrant:

That you have full authority to enter into this Agreement and that you have reached the age of majority under the laws of the state or locality where you reside and/or do business;

That you will provide accurate and complete information to us concerning your identity, bank account information, address or other required information and immediately update the Company as such information changes;

That your entering and performing under this Agreement shall neither violate nor constitute a default under provision of any law, rule, regulation, order, judgment or decree to which you are subject to or which is binding upon you, or the terms of any other agreement, document or instrument applicable to you or binding upon you;

That all obligations owed to third parties with respect to the activities contemplated to be undertaken by you pursuant to this Agreement are or will be fully satisfied by you, so that the Company will not have any obligations with respect thereto;

That nothing on, in or associated with your Site and/or App violates any laws, regulations, rules or customs or violate or infringe any rights of any person or entity, including any intellectual property rights, including, without limitation any copyright, patent, trademark, trade secret, database right or rights of publicity, or any person's or entities' privacy rights or any other personal or proprietary rights of any kind;

That you will comply with all applicable federal, state and local laws in the performance of this Agreement;

That you hereby represent and warrant to us that this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; that the execution, delivery and performance by you of this Agreement are within your legal capacity and power; have been duly authorized by all requisite action on your part; require the approval or consent of no other persons.

Restrictions

Traffic Restriction:

Pay Per Lead Program requires the generation of quality traffic with clear clarification of how those results were achieved. Qpid Network reserves the right to refuse leads if they are found having been generated by bots, script or other improper methods. We consider the leads to be improper, if, among other things, they were generated:

with the help of incentivized bonus programs;

from doorway pages or "throwaway domains";

with the help of the lead generation sites;

by friends or associates obtained through social networks and/or chat rooms;

from the same IP-Address.

Keyword / Domain Restrictions

You may not seek to purchase, bid, or otherwise obtain keywords or domains upon Qpid Network or its member Sites' domain names (qpidnetwork.com, chnlove.com, chnlovedate.com, chnlove.asia, idateasia.com, thaimatches.com, charmingdate.com, LatamDate.com) and variations in terms of punctuation, spelling, the addition of words and/or the addition to the addition of top-level domains (e.g. chnlove.com.###) in any search engine, portal, sponsored advertising service or other search or referral service, or purchase or use any "Non-Compete SEM Bidding Keywords" including variations thereof for use in any search engine.

You may not use the following words as metatags, keywords, hidden text, or other terms: "qpidnetwork.com, chnlove.com, chnlovedate.com, chnlove.asia, idateasia.com, thaimatches.com, charmingdate.com, LatamDate.com" and variations in terms of punctuation, spelling, the addition of words and/or the addition to the addition of top-level domains (e.g. chnlove.com.###)

"Non-Compete SEM Bidding Keywords" includes pornographic / adult content / keywords, keywords such as "Mail Order Brides" "Mail Order Bride," as well as any keywords related to "brides", or the phrase and exact match search terms like "Chinese Dating, China Love, Chinese Women, Chinese Single, Asian Dating, Asian Single, Asian Women, Thai Dating, Russian Dating, international chinese dating" or any keywords incorporating Qpid Network member Sites' marks."

"Search Engine" means Google, Yahoo!, Bing, Baidu or any other portal, sponsored advertising service, or other search or referral service, or any site that participates in any of their respective networks.

Your Site content restrictions and promotional materials

You hereby represent and warrant to Company that your services, advertising (including, but not limited to e-mail dispatch or through the web) and your Site(s) and/or App(s) and all materials, content, e-mail, and services offered through and in association with you or your Site or App do not and shall not at any time:

Contain content which is defamatory, misleading, libelous, hateful or unlawfully threatening, abusive or harassing;

Involve in any program, file, data stream or other material which contains viruses, worms, "Trojan horses" or any other destructive feature or features that constitute a trespass or unlawful intrusion on personal privacy;

Violate any law, statute, ordinance or regulation or promote illegal activities;

Contain or promote materials that infringe copyright, patent, trademark or other intellectual property rights;

Include any of the Company's trademarks or service marks, or variations or misspellings thereof, in your domain names;

Involve in advertising or marketing that is misleading or unlawful in any manner;

Contain or promote obscene materials or child pornography;

Promote violence;

Involve in unfair, fraudulent, or misleading business practices or unfair competition;

Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

Contain or promote harmful or indecent matter to minors;

Involve in the sending of unsolicited commercial e-mail ("spam") or chat messages or instant messenger messages.

Company Intellectual Property Right "IPR" Restrictions

You shall not use the Company IPR in connection with any activity that disparages the Company, or its products or services, or that damages the reputation for quality inherent in the same. The use of Company IPR that is posted on other sites, found in other emails or other sources, manipulated in any way or derived from any means besides the Program interface is not permitted. If you do not fully comply with this provision, the Company may withhold payment, immediately terminate this Agreement, permanently remove you from the Program, or utilize any remedy otherwise available to it in law or in equity.

Your use of Company IPR must be in a manner that is clearly less prominent than that of your name, logos, trademarks, service marks, trade dress, products and/or Site or App name. You shall not create or attempt to create an impression that there is an association or affiliation between the Company and you beyond the arrangement outlined in this Agreement.

You shall immediately cease using Company IPR upon the termination or expiration of this Agreement.

You are not be permitted to participate in and promote on your Site any contests, special promotions we may offer, and in connection therewith, only upon our discretion shall we make such contests and promotions available to users of your Site. If we do decide to allow affiliates to participate, you will be provided with approved licensed ads only for those you are allowed to offer, and you may become entitled to earn Commission.

You shall not misrepresent Qpid Network, its member Sites or its products or services, or otherwise make any claims, representations, or warranties in connection with Qpid Network or its member Sites other than as expressly authorized by QpidAffiliate.com.

You have no authority to, and shall not bind QpidAffiliate.com or Qpid Network to any obligations, except as may be expressly set forth herein to the contrary or as otherwise agreed to and approved in advance in writing by QpidAffiliate.com. Nothing in this Agreement nor any conduct of either party shall be deemed to constitute an employment or agency relationship.

Other than providing the Link on your Site or App in accordance with this Agreement, post or serve any advertisements or promotional material promoting our Sites or otherwise around or in conjunction with the display of our Sites (e.g. through any "framing" technique or technology or pop-up or pop-under windows, redirecting links), you shall not seek to purchase or register any keywords, terms or other identifiers that include the trade or service marks or names of primary competitors of Qpid Network or its member Sites, including misspellings or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service.

"Redirecting Link" means a link that sends users indirectly to the Qpid Network's member Sites or co-brand sites via an intermediate site or webpage and without requiring the user to click on a link or take some other affirmative action on that intermediate site or webpage.

You may not read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity;

You may not use spamdexing or have any kind of "black hat" methods involved. Any use of bots, scripts and other illegal methods to bypass our Anti-Fraud System or cause interruption or destruction directly or indirectly will lead to immediate suspension of the Account and seek legal remedies inclusive of injunctive measures and damages.

If we determine, in our sole discretion, that you have engaged in any of the activities outlined in this section we may (without limiting any other rights or remedies available to us) withhold any Commissions payment otherwise payable to you under this Agreement and/or terminate this Agreement.

In addition, any such violations will result in the immediate suspension of your account with or without prior notice. When necessary, all evidence regarding how you have generated leads and members, including but not limited to links, screen shots and copies of original materials, should be provided by you to facilitate our investigation. We reserve the right to keep all information related to members' profiles and activities confidential for privacy and security.

Term of this Agreement and Termination

The term of this Agreement will commence upon your acceptance of this Agreement, by your use of an assigned QpidAffiliate.com affiliate link, and/or our acceptance of your application for the Affiliate Program, and will end when terminated by either party. Qpid Network may terminate this Agreement immediately at any time, with or without cause. Should you cease your publication of the Link this Agreement shall be deemed terminated by you. Violation of this Agreement shall constitute grounds for immediate termination of this Agreement. You are only eligible to be paid Commissions earned during the term of this Agreement, and the same earned through the date of termination will remain payable only if the related orders are not canceled or returned.

Modifications

We reserve the right to modify any of these terms and conditions at any time and in our sole discretion. Modifications may include, but are not limited to, changes in the scope of available Commissions, Commission schedules, payment procedures, Program rules and the Qpid Affiliate Program options. If any modification is found unacceptable to you, your only recourse is to terminate this Agreement as provided in this section.

Your continuous participation in the Program following our posting of a change notice or new Agreement on our Site will constitute binding acceptance of the change. No amendment, modification or supplement to this Agreement shall be effective unless it is posted by an authorized representative of QpidAffiliate.com at the QpidAffiliate.com website.

Relationship of the Parties

Nothing in this Agreement will create any partnership, joint venture, agency franchise, sales representative, or employment relationship between the parties, but only as an independent contractor to each other. You have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether in your marketing or otherwise, that reasonably would contradict anything in this Section. You are not an agent of Qpid Network. and Qpid Network expressly disclaims responsibility for any conduct by you in violation of our terms of Agreement.

Confidentiality

We may disclose to you certain information as a result of your participation in the Qpid Network Affiliate Program, which information we consider to be confidential (herein referred to as "Confidential Information"). For purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, any modifications to the terms and provisions of this Agreement made specifically for your Site and not generally applicable to other members of the Program, website, business and financial information relating Qpid Network customer and vendor lists, relating to Qpid Network, and pricing and sales information for Qpid Network and any members of the Qpid Network Affiliate Program, other than You. Confidential Information shall also include any information that we designate as confidential during the term of this Agreement.

You agree not to disclose any Confidential Information and that such Confidential Information shall remain strictly confidential and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if same is required by law or legal process. We make no warranty, expressed or implied, with respect to any information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose or free from patent, trademark, copyright or any form of intellectual property right infringements, whether arising by law, customer conduct, or as to the accuracy or completeness of the information and we shall not have any liability to you or to any other person resulting from your or such third person's use of the information.

Indemnification

You hereby agree to defend (or pay our fees and costs of defense at our sole discretion), indemnify and hold us and our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, harmless against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses including reasonable attorneys' fees (any or all of the foregoing hereinafter referred to as "losses") insofar as such losses, or actions in respect thereof, arise out of or are based on.

- 1) any claim that our use of the Affiliate Marks infringes on any trademark, trade, service mark, copyright, patent or other proprietary right of any third party,
- 2) any failure or breach of any representation, warranty, covenant, or agreement made by you,
- 3) any misuse of our name or trademarks,
- 4) any claim related to your Site and/or App or services, including, without limitation, any content therein,
- 5) any claim that your content infringes copyrights or any other intellectual property rights or that your Site and/or App or services are engaged in unfair competition,
- 6), any claim arising out of your violation of the terms and conditions of this Agreement,
- 7) any claim that you or your Site and/or App violated privacy rights or failed to maintain proper security, or

8) any claim that your advertising, communications (including, but not limited to e-mail communications), or marketing is misleading or unlawful in any manner.

Prior Independent Advice

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) PROVIDE TERMS TO OTHERS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO OR COMPETITIVE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THIS AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT. We strongly advise that you review this Agreement with your professional advisors before you enter into it. You acknowledge and agree that nothing herein and no statement by us or any employee, representative, agent or other person associated with us or the Participating sites has in any way prevented or inhibited you in any way from seeking such advice prior to entering into this Agreement. You hereby acknowledge and agree that the terms of this Agreement are reasonable and fair; all terms have been fully disclosed in writing, and that you have been given a reasonable chance to seek advice of independent attorney with respect to this Agreement and all transactions contemplated herewith.

Severability

If any provision of this Agreement is held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its modified terms.

Non-Disparagement / Liquidated Damages

You agree that you will not engage in any conduct that is injurious to the reputation of Qpid Network and/or its affiliates, officers and directors or making or causing to be made any statement that is critical of or otherwise maligns the business reputation of Qpid Network and/or its affiliates, officers and directors. You acknowledge that your breach of this notice will cause Qpid Network to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Qpid Network of actual loss & damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of proving the amount of such actual loss & damages for such breach, you agree that liquidated damages may be assessed and recovered by Qpid Network as against you.

In the event of each breach and without Qpid Network being required to present any evidence of the amount or character of actual damages, you shall be liable to Qpid Network for payment of liquidated damages in an amount equal to twenty times all the Commissions you earned from Qpid Network during the two years (or on pro rata basis if less than two years) past immediately before date of such breach but subject to a minimum of US\$500-. Such amount of liquidated damages are intended to represent the parties' genuine joint estimate of the actual loss & damages and are not intended as a penalty, and you shall pay such amount to Qpid Network without limiting Qpid Network's right to seek other remedies as provided elsewhere herein.

Exclusion and Limitation of Liability

Without limiting the generality of the foregoing, QpidAffiliate.com or Qpid Network shall in no event be liable to you or any other person, including, without limitation, subscribers, for indirect, incidental, or special damages, lost profits, lost savings, or any other form of consequential damages, regardless of the form of action, even if QpidAffiliate.com or Qpid Network has been advised of the possibility of such damages, whether resulting from breach of its obligations under this Agreement or otherwise. Further, our aggregate liability arising with respect to this Agreement and the program will not exceed the total Commissions paid or payable to you under this Agreement.

QpidAffiliate.com or Qpid Network makes no warranties, either express or implied, concerning the performance or functionality of the services of Qpid Network's member Sites, or our affiliate program, including but not limited to the link or other affiliate advertisements and hereby expressly disclaims all implied warranties, including warranties of merchantability or fitness for a particular use or purpose.

Under no circumstances shall QpidAffiliate.com or Qpid Network be liable to you or any other person or entity, including, without limitation, customers, for any loss, injury, or damage, of whatever kind or nature, resulting from or arising out of any mistakes, errors, omissions, delays, or interruptions in the receipt, transmission, or storage of any messages or information arising out of or in connection with the affiliate program or QpidAffiliate.com.

Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program or any services of Qpid Network's member Sites or other items transacted through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of the course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our Site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

Governing Law and Jurisdiction

You agree that any action at law or in equity arising out of or related to the Agreement shall be filed only in the Courts of the Hong Kong Special Administrative Region, and that you hereby consent and submit to the exclusive jurisdiction of such courts, absolutely waive the procedural defence ground of "forum non-convenience". No action arising under or related to the Agreement may be brought by either party more than one year after the cause of action has occurred. This Agreement is governed and to be interpreted exclusively by the laws of the Hong Kong Special Administrative Region.

If you are domiciled in a jurisdiction which prescribes default choice of law and venue other than Hong Kong, stop using this Site or if you continues such use, you will be deemed to have contracted out and adopt these provisions.