

Please read the entire agreement (The agreement ends with the text "END OF THE AGREEMENT"), sign it at the bottom and fax it to us. The fax number can be found on the 'Contact us' page.

THE AGREEMENT

By using any of our services, you hereby certify that you have read and agreed to the following terms of service:

This is a legal agreement between you ("Customer" or "you") and SafePartner.com ("SafePartner" or "we"). This agreement concerns your purchase of a service in which SafePartner agrees to send visitors to a URL specified by you ("Advertisement URL").

Payment

All payments must be made in full before the campaign will begin.

In some cases, we may require a fax copy of your credit card and/or your driver license.

Campaign Starting Date

SafePartner will try to start providing all services within 72 hours from the purchase time. Due to variances in amounts of traffic purchased at different times, the starting date may fluctuate, and we are in no way to be held responsible if your campaign does not start by a specific date.

Campaign Duration

If not stated otherwise, all visitor campaigns will be completed within 30 days of the Campaign Starting Date.

Guarantee

You are guaranteed that SafePartner will send the number of visitors to the Advertisement URL within the Campaign Duration time of the Campaign Starting Date. This is the only guarantee for this service.

We are unable to guarantee traffic that is redirected to a target URL through a script provided by the customer as we are unable to verify the integrity of the script.

If we are unable to deliver the number of visitors promised within the Campaign Duration time of the Campaign Starting Date, you may claim a refund. For orders of 100,000 visitors or over, this period is extended to plus 10 (ten) days.

You understand SafePartner does not guarantee any minimum level of click throughs, signups or sales resulting from the campaign - this is dependant on the particular site advertised and is out of our control

Cancellation and Refund

Once ordered, campaigns cannot be cancelled by you. A refund will not be given before the end of the campaign, or if the campaign is paused by the customer.

In the unlikely event that SafePartner does not deliver the number of visitors promised, we will provide a refund of your entire purchase price on a pro-rata basis.

Refund must be claimed not later than one week after completing the campaign.

In cases where refunds are claimed, we reserve the right to require proof that the proper number of visitors were not delivered. Stats, data and other information from third party counters are not sufficient to establish a claim. If we dispute your claim, you must provide us with RAW server logs from the site and time period in question - this is the only reliable method of counting a visitor.

SafePartner is not responsible for problems with your target URL, and we can not give you a credit or refund once traffic has been delivered to your site. If you experience a problem with your target URL after your campaign has started, it is your responsibility to login to your account and temporarily disable your traffic (pause the campaign).

If this agreement is broken or violated, no refund will be issued.

Acceptance Rules

SafePartner will review your site before beginning the campaign and each time after you changed the Advertisement URL.

If we cannot accept a submitted URL, we will try to change it to another one with the same content (It may happen, if you submitted a multi-frame page, a page with redirection, and in some other cases) and start the campaign.

If we can't accept an URL before starting the campaign, we will contact you and ask you to change the URL. If you cannot change it, you will be refunded.

If we cannot accept an URL after a campaign was started (you changed the URL or content of the page was changed), we will stop the campaign with or without contacting you.

SafePartner cannot be held responsible for factors beyond our control that may interfere with our ability to deliver visitors to your URL. Such factors include, but are not limited to: downtime on your server, overuse of your bandwidth quota (if applicable), errors on your site and network outages beyond our servers. Please contact your web hosting company or network provider if you are unsure about whether your hosting account is sufficient for the program you are ordering.

1. SafePartner will not accept ads or websites that contain, provide, or link to content that is not appropriate for viewing by the general public. What constitutes inappropriate content shall be determined at the sole discretion of SafePartner. The following are examples of the type of sites we will not deliver visitors to:
 - Sites with pornography, sexual or erotic material, or adult business opportunities (except buying a special package).
 - Sites containing or linking to software piracy, pirating, hacking, spamming, excessive violence, obscene or vulgar language, abusive content, illegal schemes, false investment advice or deceptive money-making opportunities or any form of illegal (in the U.S.) activity or material, etc.

If your site is changed during the campaign such that it includes inappropriate content, SafePartner will stop your campaign immediately. In this case, you will not be entitled to a refund.

2. Your advertisement page must not contain any popup windows. Any additional window automatically generated by your site shall be considered as a popup window, including popups, pop-behinds, exit popups windows, and javascript alert windows. If a popup window is installed on the URL at any time, SafePartner.com may stop the campaign and you will not be entitled to a refund.
3. Your advertisement page may not have background music or sounds that plays automatically when the page is loaded, contain scripts that alter users browser settings, contain any frame breaking codes, or forwarding codes.
4. Your advertisement page may not contain any scripts and may not be multi-frame page. All scripts and IFRAMEs will be disabled
5. We may not accept a URL starting with 'https'.
6. The size of your advertisement page should not be more than 81,920 bytes (any external files and images are not counted). If it is larger, we may get the first 81,920 bytes only and start the campaign.

General

Representations and Warranties: Customer hereby indemnifies and holds harmless SafePartner and the Publishers (including their successors, directors, officers, employees, agents, assigns) from and against all claims, loss, liability, damage and expense of any nature

(including attorneys' reasonable fees) in connection with the Advertisement URL and its linked websites, for any actual or alleged breach of any term of this Agreement.

Damages: In no event shall SafePartner be liable for any consequential, direct, indirect, incidental, punitive, or other damages whatsoever (including, but not limited to, damages for loss of profits, loss of information or other pecuniary loss) arising thereunder or from the provision of services, even if SafePartner has been advised of the possibility of such damages.

Limitation of Liability: Neither SafePartner nor the participating sites will be subject to any liability whatsoever for (a) any failure to provide reference or access to all or any part of the Advertisement URL due to systems failures or other technological failures of SafePartner or of the Internet; (b) delays in delivery and/or non-delivery of a campaign, including, without limitation, difficulties with a Publisher or Website, difficulties with a third-party server, or electronic malfunction; and (c) errors in content or omissions in any Advertisement URL provided by Customer.

Modifications

SafePartner reserves the right to change any of these terms and conditions at any time without notice. You are responsible for complying with any changes to the terms and conditions within 10 days of the date of change.

Terminology

- (1) "Advertisement URL" is the URL you submitted during placing an order. This URL may be modified by you or us.
- (2) In the present context, a visit generally occurs when a text file is loaded from your server (this includes HTML files). A hit occurs when a file is loaded from your web server. Since loading a single web page can cause several files to load (e.g. images), several hits usually occur when a page is loaded. Thus, the number of hits is always greater than (or equal to) the number of visits. The term "number of visitors" is interchangeable with the term "number of visits." Several "visits" may originate from a single IP address or individual. This generally occurs when an individual returns to or reloads a webpage.
- (3) "Send visitors to a URL" means showing the web page to a visitor, showing content of the page to a visitor, or visiting the URL by the visitor.
- (4) "Pro-rata" refunds are calculated by dividing the number of visits we delivered by the number of visits you ordered. The result of this calculation is subtracted from 1 and the resulting figure is multiplied by your purchase price to derive the "pro-rata" refund.
- (5) Purchase time is the time when we received confirmation about your payment. If you pay by check (or online check) the Purchase Time is the time when your check clears. In some cases, we may try to contact you to verify your order. If we cannot do that the purchase time will be delayed until the verification.

This Agreement is the entire agreement between you and SafePartner and supersedes any other understandings or agreements, including, but not limited to, advertising with respect to the package.

If any provision of this Agreement is deemed invalid or unenforceable by any jurisdiction or government agency having jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable, and the remaining provisions will remain in full force and effect.

END OF THE AGREEMENT

I hereby state that I have read and understand this Agreement; that no oral representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to said material; and that this Agreement states our entire understanding.

To link this agreement to your profile,
please provide us with as much information as possible:

Email address: _____

Login: _____

Order Number: _____

Transaction #: _____

Signature: _____

Name: _____

Date: _____