

**Cybersite Services Pte Ltd**  
**Affiliate Programme Terms of Services (“TOS”)**

The Cybersite Services Pte Ltd ("Cybersite") Affiliate Programme ("Programme") is designed for its Affiliate Partners ("Affiliate(s)") to generate income through referring new Hosting Customers ("Customer(s)") to Cybersite.

By signing up for the Programme and referring Customers to Cybersite, the Affiliate is agreeing to the Terms of Services ("TOS") stated hereof:

**1. Registration**

- 1.1 The Affiliate can be an individual or a registered company in Singapore or overseas. Directors, employees, employee's spouse, direct family members and relatives of Cybersite and ZONE Telecom Pte Ltd, will be prohibited from signing up for the Programme.
- 1.2 The Affiliate must be at least 18 years of age at the time of registration and warrants that the information provided to Cybersite upon registration is complete and valid.
- 1.3 To participate in the Programme, existing subscribers with a Cybersite login account will be required to log in to Cybersite's Client Area to activate its affiliate account. Non Cybersite subscribers will be required to register for an affiliate account by submitting an application form through Cybersite's website. All applications are subjected to Cybersite's verification, and approval.
- 1.4 The affiliate account may not be transferred or sold to another party without prior approval from Cybersite.
- 1.5 Upon activation of the affiliate account, the Affiliate will have access to its unique tracking code or link which the Affiliate will use to refer Customers to Cybersite.

**2. Affiliate Responsibility and Code of Practice**

- 2.1 The Affiliate is bound to by Cybersite's sole discretion, on what violates or constitutes as attempt(s) to circumvent the "Code of Practice". Any Affiliate found in violation of the "Code of Practice" will have its affiliate referral fee voided and will not receive any payout or compensation in any way. In addition, its affiliate account will be terminated without prior notification and it will be barred from further participation in the Programme.
- 2.2 The Affiliate agrees to abide by the "Code of Practice" which include but are not limited to the following:
  - The Affiliate will not make referral recommendations or any actions that may result in potential revenue loss for Cybersite.
  - The Affiliate will always act in good faith, to only refer Customers in good standing and not use unethical marketing practices.

- The Affiliate will be responsible for ensuring its tracking code or link is working properly before sending it to its Customers. Tracking errors caused by editing, masking, redirecting or tempering of the code or link will be considered as void referrals.
- The Affiliate is not allowed to use its personal affiliate code or link to purchase any hosting plan for itself. Affiliate will not receive any referral fee for referring itself to Cybersite. This includes any product or service that belongs to the Affiliate in Cybersite's billing account. No referral fee will be paid for purchases made by the Affiliate, its household members, or anyone within its organisation.
- The Affiliate is not allowed to advertise in websites, apps or any media in a manner that breaches the rules of the displaying advertisements as stipulated by the respective media owners.
- The Affiliate will be required to represent Cybersite in a non-obscene or non-offensive manner. Should Cybersite review the Affiliate's sites or advertisements and in its opinion, find them to be unsuitable, Affiliate may be given the opportunity to rectify the issue(s) immediately, or risk the termination of its affiliate account.
- Subject to the terms and conditions hereof, the Affiliate is granted a limited, non-exclusive, non-transferable license to access and download the affiliate code or link and promotional materials, which may contain Cybersite's trade names, service names, and/or logos, for placement on Affiliate's own website(s), communication channels or social media for the sole and exclusive purpose of promoting the Programme. In utilising the affiliate code or link and promotional materials, the Affiliate agrees that it will fully cooperate with Cybersite on the use of such materials.
- The Affiliate will not attempt to cheat, defraud or mislead Cybersite in any way, including but not limited to providing inaccurate or incomplete information to Cybersite concerning the Affiliate's identity, address or other required identifying information.
- The Affiliate will not misrepresent to the public the terms and conditions of the Programme.
- The Affiliate will not attempt to adopt or use any trademarks, service marks, trade names, service names and/or URLs that are confusing similar to, or are, combined with those of Cybersite.
- The Affiliate is prohibited from bidding on or using any Cybersite's keywords, misspelt keywords on any pay-per-click (PPC) networks on Internet search engines. When setting up a PPC campaign, the Affiliate should not use Cybersite display URLs, brand names, trademarks, service marks and service names. Cybersite does not allow direct linking from PPC campaigns. Some examples of prohibited keywords:
  - "Cybersite"
  - "Cybersite.com.sg"
  - "www.Cybersite.com.sg"
  - "Cybersite.sg"
  - "Cybersite review"

- “Cloud Mail”
  - “Cloud Biz”
  - “Secure Mail”
  - “Cloud Biz Plus”
  - “Cloud VPS”
  - “Domains”
  - “Web Hosting”
  - “Email Hosting”
  - “Web Design”
- The Affiliate is prohibited from using traffic that is generated by pay-per-click (PPC), pay to read, banner exchanges, click exchanges, cost per view advertising, pop-up/under, SPAM, purchased traffic or similar methods to direct link to Cybersite’s websites.
  - The Affiliate will be an independent contractor of Cybersite, and nothing in the Programme TOS will create any partnership, joint venture, agency franchise, sales representative, or employment relationship between the Affiliate and Cybersite. The Affiliate will have no authority to make or accept any offers or representations on Cybersite's behalf. The Affiliate will not use misleading advertising in relation to Cybersite or make any statement, whether on the Affiliate’s sites or otherwise, that reasonably would contradict anything in the Programme TOS. The Affiliate is not an agent of Cybersite and Cybersite expressly disclaims responsibility for any conduct by the Affiliate in violation of the Programme TOS.
  - The Affiliate will not claim or hold itself out as claiming any sponsorship by, endorsement by, or affiliation with Cybersite or Cybersite’s Parent Corporation, subsidiary corporations, successors, and assigns.
  - All referrals should be based on pre-existing relationships between the Affiliate and its Customers, and not through Google Search. The affiliate code or link should only be shared personally or through the Affiliate’s websites, apps, blogs, communication channels or social media.
  - The Affiliate is prohibited from using cookie stuffing techniques that set the tracking cookie without the user actually clicking on the referral link (for example a 1x1 pixel iFrame). iFrames may not be used unless given express permission by Cybersite; sales made through hidden iFrames or Cookie Stuffing methods will be considered invalid.
  - The Affiliate is prohibited from using redirected pages and links to send a user to Cybersite’s websites. For example, the Affiliate may not have a PPC link on a search engine that redirects the user to Cybersite’s sites.
  - Domain forwarding is prohibited. The Affiliate may not purchase a domain and set it to directly forward to Cybersite’s website using the affiliate code or link.
  - The Affiliate is prohibited from copying Cybersite’s websites or any portions thereof, including, without limitation, any of Cybersite’s trademarks or other intellectual property,

and displays them on Affiliate's own sites or subdomains or uses them in any way without Cybersite's prior express written permission.

- The Affiliate is prohibited from engaging in the advertisement of business-opportunity sites or using marketing practices that attract fraudulent or short-term Customers (Customers with low retention and renewal rates).
- The Affiliate will display all links, promotional materials, and branding made available to the Programme alone. The Affiliate will not alter the affiliate code or link, promotional materials, and branding made available to the Programme and will only use such code or link, promotional materials, and branding in the exact shape, colours, design, and configuration in which such items are made available to the Programme. An affiliate link banner may only be visually modified with Cybersite's written consent.
- The Affiliate will not use the word "Cybersite" or any variation thereof in its domain name.
- The Affiliate will not use any computer programme, robot, or other devices, which causes Cybersite to record a click-through or sale where no such click-through or sale has occurred.
- The Affiliate will not violate or encourage any third party or entity to violate any law or regulation having the force of law, including, but not limited to, laws prohibiting the sale of certain goods and services, laws prohibiting the export of certain goods or services, laws prohibiting the obscenity, and legal provisions on data privacy, including but not limited to, the Personal Data Protection Act 2012.
- The Affiliate will not defame, impersonate or invade the privacy of any third party or entity or encourage any third party or entity to do the same.
- The Affiliate will not engage in any conduct that infringes the rights of any third party, including, but not limited to, the intellectual property, business, contractual, or fiduciary rights of others or encourage any third party or entity to do the same.
- The Affiliate will not place links, promotional materials or branding made available through the Programme on websites, apps or media that violate or encourage others to violate any applicable law or regulation having the force of law, or that include offensive or hate content, or that promote discrimination based on race, sex, religion, sexual orientation, nationality, disability, or age.
- The Affiliate is prohibited from generating a large number of fraudulent affiliate accounts, as determined by Cybersite's sole discretion.
- The Affiliate is prohibited from associating any false or misleading advertising or suspected fraudulent activities with its affiliate account.
- The Affiliate will not engage in any conduct that results in third party complaints.

#### **4. Spam**

- 4.1 Cybersite strictly prohibits the Affiliate from using spam e-mails and other forms of Internet abuse (including spamming forums, blogs, and social media outlets) to seek sales. This also consists of spamming Cybersite discount/promotion codes. Any Affiliate found to be promoting Cybersite using spam will be banned from the Programme and the earned referral fees will be voided. Further, Cybersite reserves the right to recover from the Affiliate the costs incurred by Cybersite in cleaning up the results of the spam activity.

42 If Cybersite receives any complaint on spam, the affiliate account may be permanently terminated and earned referral fees may be voided after an investigation. Spam is defined as including, but not limited to, the following:

- Electronic mail messages addressed to a recipient with whom the sender does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient through an opt-in subscription.
- Messages posted to link farms, counter, forums, social media sites, and message boards that are unrelated to the topic of discussion, cross-posted to unrelated newsgroups, posted in excessive volume, or posted against forum/message board rules. Content posted on free blog websites for the sole purpose of keyword spamming or comments posted to legitimate blogs that violate the comment policy of the blog owner.
- Solicitations posted to chat rooms or to groups or individuals via Internet Relay Chat or "Instant Messaging" system.
- Any popup advertisement network activities.
- Any activities as stipulated in anti-spamming government policies.

## **5. Privacy**

### **5.1 Affiliate Tracking Cookies**

Cybersite tracks affiliate referrals automatically with the use of cookies. The cookies are placed in the visitor's browser upon clicking on the affiliate link to reach Cybersite's website. The tracking cookie will be stored for 90 days. If there is a previous affiliate cookie in the visitor's browser, the new cookies will overwrite the existing. Cybersite is not responsible for the cookies deleted by visitors.

### **5.2 Personally Identifiable Information of Visitors**

The Affiliate must warrant that the tracking code or link will not be enabled to collect personally identifiable information of referrals that would allow Cybersite to personally identify referred Customers.

### **5.3 Permission to Use Affiliate's Marks**

The Affiliate authorises Cybersite to utilise the Affiliate's trademarks, service marks, trade names, and/or copyrighted material to promote the Programme related activities, and the Affiliate's participation in the Programme.

### **5.4 Non-disclosure and Confidentiality**

5.4.1 Cybersite may disclose to the Affiliate certain information which Cybersite considers to be confidential (herein referred to as "Confidential Information") as a result of the Affiliate's participation in the Programme. For purpose of this TOS, the term "Confidential Information" shall include, but not be limited to any information and documents belonging to Cybersite or the Affiliate that has been marked as confidential or can be regarded as confidential based on the circumstances. This shall include but not limited to:

- Any marketing strategies, plans, financial information, or projections, operations, sales estimates and business plans relating to the past, present or future business activities of both parties;
- Any past or present performance results, including orders and volumes;
- Any plan and strategies for expansion;
- Any products or services, subscribers or supplier lists;
- Any specific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- Any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- Any other information that should be reasonably recognised as confidential information of disclosing party. Confidential information need not be novel, unique, patentable, and copyrightable or constitute a trade secret in order to be designated Confidential Information.

5.4.2 Neither Cybersite nor the Affiliate has the right to reveal the confidential information to third parties unless a written approval has been obtained from the non-disclosing Party. The Affiliate shall disclose confidential information only to those employees for the purpose of implementing this Programme, and not for any other purposes. The Affiliate shall oblige said employees to maintain secrecy in respect of the confidential information during and after their activity.

5.4.3 Notwithstanding the foregoing, the confidential information could be disclosed due to the following reasons:

- To comply with the mandatory provisions of applicable law or the rules of any recognised jurisdiction;
- The information is in the public domain, other than through a breach of this clause;
- For the purposes of any arbitration or legal proceedings arising from this TOS; and to any governmental authority at their request.

5.4.4 The duty of non-disclosure shall apply for an unlimited period beyond the term of this Agreement.

## **6. Retroactive Affiliate Referral Fee Claim**

6.1 Cybersite allows for retroactive affiliate referral claims via manual means if a referral was not tracked via the affiliate code or link. Only the referred Customers can make this request if the following conditions are met:

- Referred Customers will have to prove that they were referred by the Affiliate within 30 days from successful payment of their contract.
- Referral fee has not been tagged to any other Affiliate prior to the retroactive affiliate referral fee claim request.

## 7. Affiliate Referral Fee

7.1 The Affiliate will be paid a referral fee which is a percentage of the nett amount payable by the referred Customers according to the conditions set out below in Para 7.3.

7.2 For the avoidance of doubt, nett payable is defined as the final amount as computed by Cybersite's shopping cart, excluding all one-time Add-On charges, before GST.

7.3 The list of services and the qualifying criteria for referral fee are as tabled:

Cybersite Services	Qualifying Tenure	Referral Fee
New subscription of all Hosting Plans as stated in Cybersite website	12 or 24 months contract	10% of nett payable excluding GST
Renewal of subscription plans	12 or 24 months contract	10% of nett payable excluding GST
Upgrading of subscription plans	Not eligible during tenure	Not applicable

7.2 Cybersite shall pay the Affiliate a referral fee for any valid referred sale to Cybersite. For a valid referred sale, all of the following are true:

- The sale is made only through the Affiliate's referral efforts and that the referred Customers signed up for a valid hosting plan.
- The referred Customers signed up for Cybersite's service(s) through the Affiliate's assigned code or link.
- The Customers referred by the Affiliate must not have/had an affiliate account with us.
- The referred Customers must not be existing or previous Cybersite subscribers.

7.3 The Programme referral fee is subject to full payment received from the referred Customers. Please take note of the following:

- If the Affiliate is based in Singapore and is a GST-registered entity under the Singapore law, the referral fee itself is inclusive of 7% GST. For example, for a \$100 referral fee, \$93.36 will be the referral fee and \$6.64 is the GST.
- If the Affiliate is not a GST-registered entity under the Singapore law, regardless of its geographical location, the referral fee itself is without 7% GST.

7.4 Hosting plans that are subsequently downgraded or cancelled by either the referred Customers or Cybersite during the tenure will not qualify for the Programme referral fee.

7.5 The Affiliate is not entitled to referral fees if referred Customers subsequently request a refund or chargeback.

7.6 Hosting plans that are subsequently upgraded either by the referred Customers or Cybersite during the tenure will not qualify for the Programme referral fee.

7.7 The referral fee is valid for the initial purchase(s) made by the referred Customers, and subsequent renewal(s) of the subscribed hosting services. Recurring referral fee will be based on the nett amount payable by the referred Customers during the renewal and based on the criteria set in this section.

7.8 Expired hosting accounts will not qualify for the Programme referral fee.

## **8. Reversal of Referral Fee**

8.1 Cybersite will reverse any referral fees paid to the Affiliate and subtract said referral fees from future payments to the Affiliate, and/or claw back all referral fee payments issued to the Affiliate, when the Affiliate violates the TOS including but not limited to, the following cases:

- If the referred Customers initially purchase a hosting plan and then downgrade their hosting plan to a shorter tenure term or to a lower priced plan before the tenure ends, the applicable referral fees paid to the Affiliate will be reversed.
- If the referred Customers filed for chargeback or are found to be fraudulent (example, provided false information, made use of fake/stolen credit cards, engaged in illegal activities etc.), as determined in Cybersite's sole discretion.
- If the referred Customers are using non-standard rates (rates not available through the Programme), these plans are not eligible for the referral fees, as determined at Cybersite's sole discretion. Non-standard rates include, but are not limited to, sales promotions, email offers, discounted pricing that are not published in Cybersite's websites.

This is regardless of the amount of time that has passed since the referred sales occurred and the Affiliate agrees to make good the payment within 30 days of Cybersite's e-mail notifications.

## **9. Payment of Referral Fee**

9.1 Cybersite shall pay the Affiliate in the Singapore Currency. Referral fee earned for the referred sales will be paid out after a holding period of 60 days with all conditions met.

9.2 The referral fee is determined approximately 60 days after the end of the month in which the qualified sale is recorded. Payment is then processed and sent to the Affiliate between the 16th and the last day of the subsequent month. Example, a qualified sale recorded in January, referral fee will be paid between 16<sup>th</sup> April and 30<sup>th</sup> April.

9.3 If the Affiliate has any billing account with Cybersite, the referral fee payment will first be applied to any outstanding balance due on those accounts before payment is issued to the Affiliate.

## **10. Payment Methods**

10.1 Cybersite provides the Affiliate with two payment methods:

- Cheque for local Affiliates
- Bank transfer for overseas Affiliates

10.2 The Affiliate is solely responsible for providing Cybersite with the full and accurate bank account information, and has to ensure that the information is up to date, particularly those that will impact Cybersite's ability to issue a valid payment.



- For cheque payment:
  - The Affiliate's payee name should correspond with its bank record.
- For bank transfers:
  - Bank Account Name
  - Bank Account Number
  - Bank Name
  - Bank Code
  - Branch Code
  - Bank Swift Code

103 The Affiliate is responsible for making sure that its bank account can accept payments from Singapore-based companies.

104 The Affiliate is responsible for any fees, bank charges, taxes, exchange rates, surcharges and other expenses incurred for transfer of referral fees, as well as any other additional charges incurred due to wrong information provided.

## **11. Account Termination**

111 Either Cybersite or the Affiliate may terminate this agreement with immediate effect at any time, with or without cause, by giving the other party a notice of termination. Notice by e-mail to the Affiliate's e-mail address on Cybersite's record, is considered sufficient notice to terminate the TOS.

112 If the Affiliate violates this TOS, including without limitation, these Programme terms, or any applicable law or anti-spamming policies by the law, the Affiliate will have its affiliate account terminated at any time without warning or at Cybersite's sole discretion. It is the sole responsibility of the Affiliate to prove otherwise.

113 If the Affiliate would like to cease participating in the Programme at any time, the Affiliate can remove the affiliate code or link from its publicly accessible online channels. For accounting purposes, Cybersite systems will retain the Affiliate's account and personal information.

114 If this agreement is terminated because the Affiliate has violated the TOS, the Affiliate will not be eligible to receive any referral fee payments, including referral fee earned prior to the date of termination. If this agreement is terminated for any other reason, the Affiliate will only be eligible to earn a referral fee on the valid sales occurring during the term of the agreement provided that the related sales are not cancelled. Cybersite reserves the right to withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid.

## **12. Changes to Programme TOS**

121 Cybersite reserves the right to terminate the Programme, modify this TOS and conditions, including but not limited to, introduce new referral rate, qualify services and tenure or impose a minimum payment threshold, at any time without advance notice. The updated TOS is available on Cybersite's website(s) and will take effect when posted on Cybersite's website(s).

- 12.2 The Affiliate is expected to visit Cybersite's websites for any change or modification to the Programme. If the Affiliate does not agree to any of such changes, its sole and exclusive remedy is to terminate its affiliate account. Failing to do so will constitute its acceptance of all changes and is deemed consent on its part to such changes.

### **13. Disclaimer of Warranty / Limitation of Liability**

- 13.1 The Programme is provided on an "as is", "as available" basis without warranties of any kind, either expressed or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Cybersite expressly disclaims any representation or warranty that the Cybersite services will be error-free, timely, secure or uninterrupted. No oral advice or written information given by Cybersite, its employees, licensors or agents will create a warranty; nor may the Affiliate rely on any such information or advice.
- 13.2 Under no circumstances, including negligence, will Cybersite, or its employees, licensors or agents be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Cybersite services, including but not limited to, force majeure events, reliance on any information obtained on the Cybersite services; or that result from mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction or unauthorised access to Cybersite's records, programmes or services.
- 13.3. Under no circumstances will Cybersite's aggregate liability arising with respect to this Agreement and the Programme exceed the total referral fees paid or payable to the Affiliate under this Agreement.

### **14. Indemnification**

- 14.1 The Affiliate agrees to defend, indemnify and hold harmless Cybersite, its officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liability costs and expenses (including but not limited to reasonable attorneys' fees) arising from the Affiliate's violation of this Agreement or any third-party's rights, (including, without limitation, infringement of any copyright trademark, service mark, trade secrets, right of privacy or publicity or any other third party right). The terms of this section shall survive the termination of the Affiliate's relationship with Cybersite.

### **15. Representations and Warranties**

- 15.1 The Affiliate hereby represents and warrants to Cybersite that this Agreement has been duly and validly executed and delivered by the Affiliate and constitutes its legal, valid and binding obligation, enforceable against the Affiliate in accordance with the TOS. The Affiliate agrees that it is within its legal capacity and power and that it has been duly authorised by all requisite action on its part and does not require the approval or consent of no other persons. The Affiliate's agreement will neither violate nor constitute a default under the (i) provision of any law, rule, regulation, order, judgment or decree to which the Affiliate is subject or which is binding upon the Affiliate, or (ii) the terms of any other agreement, document or instrument applicable to the Affiliate or binding upon the Affiliate.

## **16. Applicable Laws**

- 16.1 The laws of Singapore will govern this Agreement. Any processes or judgments may be given to the Affiliate in the same way as notices under this Agreement.
- 16.2 This Agreement is subject to the Act and any applicable subsidiary legislation, rules or regulations. It is also subject to any directives and orders of the relevant Regulatory Authority and to the terms and conditions of the license(s) granted to us under the Act.
- 16.3 Any action or proceedings may be brought and enforced in the courts of Singapore or any other jurisdiction where the Affiliate or any of its property may be found and the Affiliate irrevocably submits to the jurisdiction of such courts in respect of any action or proceedings against or involving the Affiliate relating to this Agreement. Either party may also refer any dispute relating to the Services to the Small Claims Tribunal and/or arbitration.

## **17. Assignment**

- 17.1 The Affiliate cannot assign or novate, or otherwise dispose of its rights, interests, burdens, liabilities or obligations under the TOS whether in whole or in part without the prior written consent of Cybersite.
- 17.2 Cybersite may assign or novate, sub-contract, or otherwise dispose of its rights, interests, burdens, liabilities or obligations under the TOS whether in whole or in part to its affiliate company or third party with the prior written notice to the Affiliate.
- 17.3 None of the provisions in this TOS is intended to be for the benefit of any third party. The TOS is not enforceable by any third party, and does not confer upon any third party any remedy, claim or rights.
- 17.4 The Affiliate acknowledges and agrees that the obligations of Cybersite under this TOS may be performed by other companies nominated or engaged by Cybersite. Cybersite shall further have the rights to sub-contract any of its obligations to any third party.

*The above stated Terms of Services are correct as of 17 July 2017.*

**If you have any questions regarding our Affiliate Programme, please open a [Ticket](#) or contact our Customer Service Helpdesk at +65 6727-2276**