



Ticketbust.com Affiliate Marketing Agreement

This Affiliate Marketing Agreement ("Agreement") is made by Ticketbust.com (hereafter "Ticketbust"), a California, corporation and sets forth the terms and conditions that pertain to your involvement as an Affiliate ("You", "Your", "Affiliate", or "Affiliate Member") in the Ticketbust Affiliate Program.

By becoming an authorized Affiliate Member of Ticketbust, You agree to abide by and be bound by all the terms and conditions contained in this Agreement. Please read this Agreement carefully before registering and using the Ticketbust Service as an Affiliate.

By clicking on the "I have read and accept the Ticketbust Privacy Policy and Affiliate Service Agreement" box at the bottom of the signup page, and by using the Ticketbust Service as an Affiliate, You indicate your acceptance of this Agreement and agree to be bound by its terms and conditions. If you do not accept this Agreement, your sole option is to not participate in the Affiliate Program

PRIVACY POLICY

Ticketbust respects the privacy of its users and promises not to disclose personal or business information to third parties without the express permission of You and Your Company. We will not sell Your name, e-mail address, phone number, or any other personal information to anyone else. We consider this information to be private, and it will remain as such.

If you have any questions about Your privacy rights, or would like further information regarding the confidentiality of Your interactions with Ticketbust, contact us at affiliates@ticketbust.com.

DEFINITIONS

"Affiliate Marketing" or "Performance Marketing" or "Revenue Sharing" occurs when Ticketbust and a Company that generates online traffic ("Affiliates") partner to drive Visitors to Ticketbust and Ticketbust pays a reward when the Visitor referral results in a sale.

"Affiliate Member" or "Affiliate" means an authorized Company that is rewarded for a legitimate sale by a Visitor, and uses the Ticketbust Service.

"Visitor" means any person, Web surfer or user that clicks on a Link to the Bust My Ticket Web Page placed on an Affiliate's Web site.

"Pay-per-sale" means the Payout Ticketbust agrees to pay for Visitors referred to the Bust My Ticket Web Page that results in a sale of the Ticketbust service. The sale must occur through an authorized Affiliate's Bust My Ticket Web Page, otherwise no Payout shall occur.

"Payout" means the amount per-sale established and agreed upon by Ticketbust and the Affiliate. The Payout may be expressed as a set amount.

"Commission" means the amount per-sale paid by Ticketbust to an Affiliate. The Commission may be expressed as a set amount or as a percent of sales.

"Link" means a hyperlink placed on an Affiliate Member's site that, when clicked on, serves a Bust My Ticket Web Page to the Visitor's browser. The Link may be in the form of text, image, button, banner or any other format acceptable to Ticketbust.

"Referrer" means any person or company that is an approved Affiliate Member and has been approved by Ticketbust as a Referrer. Referrers must submit an online Referrer application and must be approved by Ticketbust. Ticketbust will evaluate Referrer application and Ticketbust may reject approval including but not limited to a determination that Referrer is unsuitable or incompatible with the Ticketbust.com Affiliate Marketing Program.

"New Referred Affiliate" means any person or user that becomes a Ticketbust Affiliate through Your referral via an authorized link from Your Affiliate page to the Ticketbust Web site, as long as the New Referred Affiliate is not already an existing Ticketbust Affiliate Member.

"Chargeback" means a reversal of a Payout previously earned for a sale that is later rescinded or corrected by Ticketbust. A Chargeback is defined and limited to service returns, duplicate entries, non-qualified sales, and unauthorized payment or non-receipt of payment from the Visitor to Ticketbust.

"Your Account" means a separate, specific account within the Service that is credited with Your Commissions and other earnings.

THE SERVICE

Ticketbust has developed and operates a service (the "Service") which allows drivers who receive Traffic Tickets in California to contest their traffic tickets with the California courts. You desire to participate in our Affiliate Marketing program and to become an Affiliate Member of Ticketbust and to utilize the Service as an Affiliate. As an Affiliate Member of Ticketbust you will be receiving a referral fee for every referral that results in a paid sale.

All Affiliate relationships established between You, the Affiliate, and Ticketbust, will be conducted and managed through the Service at Ticketbust.com/youraffiliateID.

LINK PLACEMENT

As an Affiliate Member of the Service, you may place a Ticketbust.com Affiliate Link on your site and in your email that when selected, takes your client directly to your Ticketbust.com Affiliate "Bust My Ticket" screen so that when your referral enters their information or you enter it for them, you will receive credit for that referral.

AFFILIATE PAYMENT

You will receive a Referral fee for sending a driver with a California Traffic Ticket via your Affiliate link to your Affiliate "Bust My Ticket" page. In order to place Links, You must first be approved Ticketbust.com to become an Affiliate of our program. Ticketbust will review Your application and notify You of Your acceptance or rejection of Your application. Ticketbust may reject Your application for any reason including but not limited to a determination that Affiliate is unsuitable or incompatible with the Ticketbust.com Affiliate Marketing Program. You understand that the Payout amount may be changed at any time. Ticketbust will notify You, the Affiliate, via email of any Payout changes.

Your Account will be credited for all sales via Your Links in accordance with the terms of the Ticketbust Affiliate program. This program currently pays You \$30 for each California Ticket entered that results in a paid sale.

Payments will be made quarterly by check on the twenty-fifth (25th) day of month directly following the close of each quarter. Quarters close on March 30, June 30, September 30, and December 31.

In the event of a Chargeback by a Referral, Ticketbust may recover from You the corresponding Commission previously credited to Your Account. The Chargeback Commission will be immediately deducted from Your Account balance. In the event that Your Account balance is less than the Chargeback Commission, the Chargeback Commission will be deducted against Your future earnings.

REFERRAL PROGRAM

IN ADDITION TO YOUR EARNINGS AS AN AFFILIATE MEMBER, you may receive a Commission for referring new potential Affiliate Members when your referral results in their becoming an Affiliate Member. It will be at Ticketbust's sole discretion if your referred new potential Affiliate Member is approved to become an Affiliate Member. A referral will be deemed to be completed when the potential Affiliate Member puts your referral code on their Affiliate application AND they are approved by Ticketbust as an Affiliate Member. Ticketbust will evaluate Referrer application and Ticketbust may reject approval including but not limited to a determination that Referrer is unsuitable or incompatible with the Ticketbust.com Affiliate Marketing Program.

Your Account will be credited for each New Referral Affiliate in accordance with the terms of the Ticketbust referral program. This program currently pays You \$100 for each new Affiliate via the referred Affiliate Member's Link as long as You are an active Affiliate Member of the Service.

You understand that the Payout amount may be changed at any time. Ticketbust will notify You, the Affiliate, via email of any Payout changes. This information is also available to You at the [Ticketbust Affiliate](#) Page.

ADVERTISEMENT

Advertisement Website Owner may post at his/her website an advertisement of Ticketbust Affiliate Logo and corresponding link code (the "Advertisement"). Website Owner will post the Advertisement as specified by Ticketbust with no changes in content, appearance, design, format or specification. Website Owner will remove the Advertisement from the website at Ticketbust's request at any time for any reason.

TICKETBUST'S PROPRIETARY INFORMATION

The advertising copy, graphics and the copyright in them will remain the sole property of Ticketbust. Website Owner agrees that by posting Advertisement it acquires no rights in any trademark or other intellectual property owned or used by Ticketbust. Any rights arising from use of Ticketbust's trademarks pursuant to this Agreement inure to Ticketbust's benefit.

INACTIVE ACCOUNTS

If Your account as an Affiliate Member has not received any credits (defined as money earned by You from Visitors purchasing Service via an active Ticketbust Affiliate logo/link from Your website) within a one year, at Ticketbust's request you may be required to remove any/all Advertisement.

EMAIL CONTACT

Ticketbust reserves the right to send e-mail to You for the purposes of informing you of applicable changes or additions to the Service or any Ticketbust related products and services.

CHANGES TO THE SERVICE

Ticketbust reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any material change, Ticketbust will notify You via e-mail, newsletter or the Ticketbust Web site at least 14 days prior to any such changes taking effect, at which time You must either agree to such changes or withdraw from the Service.

REGISTRATION

To sign up as an Affiliate Member of Ticketbust and to use the Service as an Affiliate Partner you must be at least 18 (eighteen) years of age. The following types of sites are not allowed to participate in Ticketbust.com Affiliate Marketing Program: adult sites, sites that display adult banners, sites that promote violence, bigotry, or hatred. Sites that promote illegal activity, including but not limited to warez, cracking, and hacking sites.

You agree that You have read the documentation for the Service and understand its features and rules. As part of the registration process, You will select an email and password combination that You use to access Your Affiliate Member area within the Service. You shall provide Ticketbust with accurate, complete and updated registration information. You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to Your true identity.

You agree that Ticketbust may rely on any data, notice, instruction or request furnished to Ticketbust by You which is reasonably believed by Ticketbust to be genuine and to have been sent or presented by a person reasonably believed by Ticketbust to be authorized to act on Your behalf. You shall notify Ticketbust by e-mail at: Affiliate@ticketbust.com of any known or suspected unauthorized uses of Your Account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Your email and password. You shall be responsible for maintaining the confidentiality of Your email and password and You are responsible for all usage and activity on Your Account, including use of the account by a third party authorized by You to use Your Account. Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by Ticketbust and referral to the appropriate law enforcement agencies.

ACCEPTED USE OF THE SERVICE

You represent to Ticketbust that all content You provide to the Service is solely owned by You or provided by You with the express authority of the Ticketbust You represent that the content does not infringe upon any other individual's or

organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libelous, unlawful or otherwise objectionable. You shall not provide, promote, distribute, place or otherwise publish as an Affiliate Member of the Service any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, and fraudulent or violates any law.

Links may be placed in newsgroups, unsolicited e-mail, banner networks, counters, chatrooms or guestbooks. Any Link placed must be done in such a way that it is not misleading to any Visitor and ~~done~~ with the intention of delivering valid sales to the related Ticketbust Affiliate Program for that Link.

Ticketbust reserves the right to deem any site inappropriate and terminate the site as a member of Ticketbust. If You are terminated from the Service, Ticketbust has the right to withhold money You earned within the Service or money that You owe within the Service and You will not be allowed to re-join Ticketbust.

LIMITED WARRANTY

The Service, its operation, its use and the results of such use shall be performed in a workmanlike manner. To the fullest extent permissible pursuant to applicable law, Ticketbust disclaims all warranties express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, in relation to the service, its use and the results of such use. Without limiting the foregoing,

Ticketbust specifically disclaims any warranty (a) that the service will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components, (d) that the security methods employed will be sufficient, or (e) regarding correctness, accuracy, or reliability. Applicable law may not allow the exclusion of implied warranties so the above exclusion may not apply to you.

Ticketbust will make reasonable commercial efforts to keep its service operational during normal business hours. However, certain technical difficulties may, from time to time, result in temporary service interruptions. Affiliate understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold the Merchant liable for any of the consequences of such interruptions.

Merchant shall have no liability for unauthorized access to, or alteration, theft or destruction of any web site of affiliate or affiliate customer data files or systems or programs through accident, fraudulent means or devices. Merchant shall have no liability with respect to merchant obligations hereunder or otherwise for consequential, exemplary, special, incidental, or punitive damages even if merchant has been notified of such damages. Any liability of merchant hereunder shall be limited to the revenue earned by merchant as a direct result of this agreement.

LIMITATION OF LIABILITY

Ticketbust or its suppliers or resellers or merchants shall not be liable to you or any other person for (i) any indirect, special, incidental or consequential damages of any character arising out of the use of or inability to use the Ticketbust service or any information provided on the Ticketbust web site or any other hyperlinked web site, including, without limitation, damages for loss of goodwill, any lost profits, business interruption, loss of programs or other data, even if Ticketbust or a Ticketbust authorized representative has been advised of the possibility of such damages or (ii) any claim attributable to errors, omissions or other inaccuracies in the web site or any hyperlinked web site. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above exclusion may not apply to you. In such jurisdictions, Ticketbust's liability is limited to the smallest amount permitted by law. This paragraph will survive the failure of any exclusive or limited remedy.

You agree that Ticketbust, although the provider of the Service, has no responsibility or liability as a result of Your placement of authorized Links from Your Web site, and You, and the Merchant, jointly and severally agree to indemnify, defend, and hold harmless Ticketbust and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

Ticketbust agrees to indemnify, defend, and hold harmless Affiliate and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to Ticketbust's negligence or willful misconduct in performance of the Services or its breach of this Agreement.

NON-DISCLOSURE

Ticketbust acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of Your Company. Ticketbust agrees not to disclose or disseminate the Confidential Information without Your prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain, through no action or omission of Ticketbust, that becomes available to Ticketbust from third parties without knowledge by Ticketbust of any breach of fiduciary duty, or that Ticketbust had in its possession prior to the date of this Agreement.

Ticketbust does not collect information about a customer, other than what is passed to us through the installed tracking code and displayed on Your own reports. Any information we receive is used solely for tracking and Commission payment purposes. Ticketbust reserves the right to be able to utilize this data in aggregate to analyze Service trends, monitor Service efficiencies, and perform such other analysis as Ticketbust deems appropriate.

OWNERSHIP AND LICENSES

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use Ticketbust provided trademarks and banners. All images, technology and content provided for Your use is and shall remain the sole property of the Ticketbust, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, tradenames and service marks related to the foregoing shall remain the Merchant's sole property, including rights in and to any derivatives thereof. You may not modify the trademarks, banners, the content or any of the images provided to You in any way.

All images, technology and content provided to You by a Ticketbust is and shall remain the Ticketbust's sole property and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain Ticketbust's sole property, including rights in and to any derivatives thereof. You may not modify Ticketbust's trademarks, banners, the content or any of the provided images in any way. You shall use the marks exactly in conformance with Ticketbust's trademark usage policies as communicated to You from time to time.

Ticketbust may immediately terminate Your license to use the marks if Ticketbust reasonably believes that such use dilutes, tarnishes or blurs the value of their marks. You acknowledge that Your use of the marks will not create in You, nor will You represent that You have, any right, title or interest in or to the marks other than the license granted by the Merchant above. You will not challenge the validity of or attempt to register any of the marks or Your interest therein as a licensee, nor will You adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks. You acknowledge the Ticketbust's ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Merchant.

REPRESENTATIONS

Ticketbust is only a filing service for the purposes of submitting a confidential and customized Trial by Written Declaration in the state of California to the court, on behalf of its customers.

The court makes all decisions as to ticket dismissal and Ticketbust makes NO guarantee that ticket will be dismissed. Ticketbust ONLY processes and files traffic ticket documents on behalf of Customer and/or Referred Customer. Referred Customer must comply with Ticketbust rules and regulations, and sign and agree to all our terms, and agree to pay the Document Processing fee and the Service Fee.

Customer agrees that the ticket entered into Ticketbust.com is NOT in Judgment as of the date the ticket is completely and accurately entered and submitted by Customer and/or Referred Customer.

All input on this website must be identical to the information from the ticket received. If any entries or input by the customer are incorrect, Referred Customer agrees and acknowledges that Ticketbust will only be able to use the incorrect input or data to analyze the ticket in order to generate a Trial By Written Declaration, and cannot be liable for error made by Customer and/or Referred Customer. Should the Trial By Written Declaration be incorrect based on the incorrect information entered by Customer and/or Referred Customer then Customer and/or Referred Customer will not be entitled to any refund or credit.

See <http://www.ticketbust.com/about/pay-traffic-ticket-terms-and-conditions.html> for all Ticketbust Terms and Conditions.

NONASSIGNABILITY

Affiliate or Ticketbust may assign this Agreement to any successor or affiliate upon notice to the other party and mutual agreement between both parties.

FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

JURISDICTIONAL ISSUES

This Agreement shall be governed by the State of California law. The exclusive forum for any actions brought in connection with this Agreement shall be in the state and federal courts in and for the State of California, USA and You consent to such jurisdiction.

This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement will benefit and bind the parties and their respective successors and assigns, contains a complete statement of all arrangements between the parties relating to its subject matter, and supersedes all existing Agreements between them relating to its subject matter.

This Agreement may not be changed orally. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be construed a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers must be in writing. Neither party will be considered as, or hold itself out to be, an agent of the other party, and neither party may act for or bind the other party in any dealings with a third party. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of California This Agreement may be terminated by either party, upon thirty days written notice.

CONTACT INFORMATION

Email us at affiliate@ticketbust.com
Ticketbust.com
5716 Corsa Avenue, Suite 104
Westlake Village, CA 91362

Agreement

I hereby state that I agree with the terms, conditions and pricing of this agreement and authorize Ticketbust to setup my Company as an Affiliate Member of Ticketbust

Date: _____

Signature: _____

Name: _____

Company Name: _____



Affiliate Registration Details

Company Name: _____

Contact Person: _____

Address: _____

City: _____

State: _____

ZIP Code: _____

Phone (local number): _____

Fax: _____

Email: _____

Website: _____

Website Description: _____

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