TERMS and CONDITIONS

McAfee Affiliate Program Terms and Conditions Overview This Agreement contains the complete terms and conditions that apply to your participation in the McAfee Affiliate Program. The purpose of this Agreement is to allow HTML linking between Affiliate web sites and the McAfee.com web site. New Affiliate Approval Criteria A. Participation and approval in the McAfee Affiliate Program is subject to McAfee’s sole discretion. Prospective Affiliates must first submit an application to the McAfee Affiliate Program through a participating Affiliate Network in order to become an approved Affiliate eligible to post promotional links and earn commissions on qualifying transactions through the applicable Affiliate Network. After the application has been submitted, McAfee will have the option, at its sole discretion, of approving or declining the application for any reason or no reason whatsoever. B. McAfee reserves the right to end any Affiliate relationship upon seven (7) days’ notice for any reason or for no reason whatsoever. C. If approved, the Affiliate will have already acknowledged its acceptance of the terms and conditions of this Agreement as part of the sign-up process. Only Affiliates who have agreed to be bound by this Agreement may participate in the Affiliate Program. D. Participation in the Affiliate Program does not constitute an employment, broker or agency relationship between Affiliate and McAfee nor does it create any partnership, joint venture, franchise, or sales representative relationship between the parties of this agreement. E. In order for the Affiliate to be approved for the McAfee Affiliate Program, Affiliate must provide a valid contact name with a functioning email address and phone number. F. Affiliate shall also upon request provide a written explanation of their promotional methods with graphical (screen shot) examples of where the McAfee offer will be placed. If Affiliate uses sub-affiliation as a promotional method, a valid email and phone number may also be required for all sub-Affiliates. G. Affiliates approved into the McAfee Affiliate program shall be subject to a 60-day trial period in which their promotional methods, referring URL’s, sales activity, returns, chargebacks, and/or any other program statistic deemed applicable by McAfee shall be monitored. If the Affiliate’s activity is deemed to be unacceptable, McAfee reserves the right to end any Affiliate relationship upon seven (7) days’ notice for any reason or for no reason whatsoever. H. Affiliate application and continued participation in the McAfee Affiliate Program shall be denied/terminated if the Affiliate site is deemed to have unsuitable content, including but not limited to, sexually explicit material, violent content, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promotes illegal activities, contains software downloads that potentially enable diversions of commission from other Affiliates in our program, or any other content deemed unacceptable at the sole discretion of McAfee. I. McAfee reserves the right, at any time, to review Affiliate promotional placements and approve the use of Affiliate links. If necessary, McAfee may require Affiliate to change said placement or use to comply with this agreement. Brand Bidding Policy A. Bidding on McAfee and Intel registered trademarks, misspellings, or any derivation thereof is strictly prohibited. Registered trademarks include both “McAfee” and “mcafee”. Participating in Trademark + search marketing campaigns, i.e. “McAfee + coupon”, “McAfee + coupon code” is closed and requires expressed written permission from McAfee. If you have any questions regarding this policy, please email mcafee@lqaffiliates.com for further clarification. B. Generic, non-branded computer software & antivirus related keywords are allowed and recommended for SEM bidding campaigns under the following conditions. McAfee and Intel trademarks are not authorized for use in the display URL. You may not rank in the #1 position on SERPS. Use of McAfee trademarks in the subdomain of your display URL is acceptable, for example, www.yourwebsite.com/mcafee. However, you must first send traffic to a page that only includes McAfee offers and promotions provided directly from McAfee and not a reseller. Your landing page may only include offers from McAfee and no other antivirus software maker. McAfee trademarks are not authorized for use in your SEM ad copy. You may not link directly to McAfee.com or any other McAfee branded website from your SEM campaigns. Use of Intel trademarks in the subdomain of your display URL is not authorized. Advertising McAfee on competitor brand terms is not authorized. All affiliates using PPC to drive traffic much negative match McAfee brand terms. C. Affiliates may not appear to be related to McAfee, appear to have sales ownership of any McAfee properties or products or claim to be an "official" or "preferred" website of McAfee. Use of McAfee trademarked terms in site copy must follow standard copyright law and McAfee policies. McAfee reserves the right to control the country in which an affiliate bids on approved keywords. For example, advertisements displayed on Google Brazil that land on a page that quotes prices in Brazilian Real and accepts the Real as currency is acceptable. Advertisements on Google Australia that drive to a US-based page selling McAfee products in US dollars is NOT acceptable. D. Affiliate websites may not include content deemed obscene, illegal, or violent themes determined by and at the discretion of McAfee. Other content not authorized for affiliate websites includes gambling, MLM programs, template websites, parked domains, and websites under construction. E. Publishers may only use coupons and promotional codes that are provided exclusively through the McAfee affiliate program. F. Affiliates found violating any part of this brand bidding policy risk immediate removal from the program and will not receive any outstanding commission payments. Affiliate Obligations A. Affiliates are prohibited from bidding on McAfee branded terms. This prohibition includes without limitation all iterations and misspellings of McAfee or McAfee.com and extends to McAfee searched in combination with another terms such as coupon, discount, or offer (e.g. McAfee coupon; McAfee discount...). B. Affiliate shall be responsible for all costs related to Affiliate’s performance of its obligations under this Agreement, including all costs related to advertising or marketing. C. Other than the payment of the commission, Affiliate shall have no claims to any additional compensation, commissions or business derived by or through the McAfee Affiliate Program. D. Affiliate represents, warrants, and agrees that Affiliate’s participation in the Affiliate Program is for the bona fide business purpose of maximizing revenue to McAfee, and thereby Affiliate, and that Affiliate will use best efforts to accomplish this purpose. E. Affiliate agrees NOT to share any McAfee Company information it accesses through its participation in the McAfee Affiliate Program with a third party without prior written consent from McAfee. F. Affiliate agrees NOT to use techniques that might lead to unearned or incorrectly attributed commissions, including software or toolbars that use any type of auto-redirection, 3rd party distribution and hidden URLs, so- called “cookie stuffing,” invisible links that allow users to accidentally click on those links, and software that alters user search engine behavior. G. The maintenance and the updating of Affiliate’s site shall be the Affiliate’s sole responsibility. McAfee may monitor Affiliate sites as necessary to ensure content is up-to-date and notify Affiliate of any required changes McAfee feels would enhance the Affiliate’s site performance. McAfee Rights & Obligations A. McAfee reserves the right to monitor any Affiliate site at any time to determine if Affiliate is following the terms and conditions of this Agreement. McAfee may notify Affiliate of any changes to Affiliate site that should be made, or to make sure that Affiliate links to the McAfee.com web site are appropriate and to notify Affiliate of any changes that McAfee deems necessary. If Affiliate does not make the requested changes to their site within a commercially reasonable timeframe, McAfee reserves the right to immediately terminate Affiliate’s participation in the McAfee Affiliate Program. B. McAfee reserves the right to terminate this Agreement and Affiliate’s participation in the McAfee Affiliate Program immediately and without notice to Affiliate should Affiliate commit fraud, as defined by McAfee, in participation in the McAfee Affiliate Program. C. This Agreement will begin upon McAfee acceptance of your Affiliate application, and will continue unless terminated hereunder. Termination A. The term of this Agreement shall be continuous, unless and until either party properly terminates this Agreement and the relationship, in accordance with the following: (i) McAfee shall provide Publisher with three (3) days written notice via the Network Service, except as provided for below; or (ii) Affiliate shall use the automated system within the Network Service to expire the affiliation. B. This Agreement may be terminated immediately by Affiliate Network at Company’s request in the event that: i) Affiliate breaches this Agreement or ii) Network Affiliate notifies Company that Affiliate has violated or is violating the Network Affiliate Agreement. Payment A. McAfee.com uses a third party to handle all of the tracking and payment. The third party is the Affiliate Network in which the Affiliate has been accepted into the McAfee Affiliate Program. Please review the network’s payment terms and conditions. B. Commissions will be paid based on our reporting and the Affiliate tracking network reporting. We cannot guarantee tracking accuracy nor will it be auditable by Affiliates. C. Affiliate will not be paid for any commissions resulting from prohibited activities as stated below. Engagement in prohibited activities may also result in permanent removal from the Program. Modification A. McAfee may modify any of the terms and conditions in this Agreement at any time upon three (3) days written notice through the Network Service with effect from the 8th day. If any modification is unacceptable to Affiliate, Affiliate’s sole recourse is to terminate this Agreement by expiring the relationship and/or rejecting the new Program Term offered. Affiliate’s continued participation in the Program by accepting the newly offered Program Term with new terms and conditions for this Agreement constitutes Affiliate’s binding acceptance to the change. Disclaimers; Limitation of Liability; Indemnity. A. Disclaimer of Warranties. THE MCAFEE.COM SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE AFFILIATE PROGRAM ARE PROVIDED "AS-IS." COMPANY AND ITS LICENSORS HEREBY DISCLAIM (I) ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SUBJECT MATTER OF THESE CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR (II) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (III) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. COMPANY DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, AND COMPANY WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ANY TRANSACTION. B. Limitation of Liability. IN NO EVENT WILL MCAFEE OR ITS SUPPLIERS OR LICENSORS BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY: (I) SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF FORESEEABLE, (II) LOSS OF DATA, LOSS OR INTERRUPTION OF USE OF THE API, SOFTWARE, OR COMPANY WEBSITE, OR COST OF PROCURING SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, OR (III) AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT OF FEES PAID TO YOU BY MCAFEE DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM ON WHICH LIABILITY IS PREDICATED. C. Affiliate agrees to defend, indemnify and hold harmless McAfee, its subsidiaries and Affiliates (including their respective owners, directors, officers, employees, agents, representatives and agents) from and against any and all loss, liability, claims and demands (including, without limitation, reasonable attorneys' fees, costs and expenses) arising out of or relating to (i) any violation by Affiliate of this Agreement or of the Affiliate Network Agreement, (ii) any breach of any of Affiliate’s representations or warranties in this Agreement or the Affiliate Network Agreement, (iii) any act or omission related to Affiliate’s participation in the Affiliate Network, and (iv) any act or omission related to Affiliate’s website, business or service. These indemnity obligations shall survive any expiration or termination of your relationship with McAfee. Miscellaneous A. All notices, authorizations, and requests to McAfee, Inc. shall be deemed given on receipt. • McAfee, Inc. • 2821 Mission College Blvd. • Santa Clara, CA 95054 • Phone: (888) 847-8766