

NAMES.CLUB AFFILIATE TERMS AND CONDITIONS

These NAMES.CLUB AFFILIATE TERMS AND CONDITIONS (this "Agreement"), is made and entered into by and among Names.Club, LLC, a Florida limited liability company ("Names.Club"), on the one hand, and you (the "Broker").

WHEREAS, Names.Club, at its sole discretion, may issue unique coupon codes or affiliate links to you, the Broker, for the purpose aiding in the selling of .Club premium domain names.

WHEREAS, the issued coupon codes or affiliate links may provide for a discount to the end user for the purchase of premium domain names.

WHEREAS, this Agreement sets the terms under which the Broker would be paid commission for sales that utilize unique coupon codes or affiliate links issued to Broker from Names.Club.

NOW, THEREFORE, in consideration of the mutual premises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions.

a. The Website. The "Website" will refer to the names.club platform and any related services (such as a broker portal found at a different web address).

b. Financed Subject Domain Name. "Financed Subject Domain Name" will refer to any domain purchased on the Website under a payment plan, where the entire amount due is not collected at the time of purchase, and the purchaser receives a discount from an Affiliate Discount Code issued under this Agreement.

c. Cash Purchase Subject Domain Name. "Cash Purchase Subject Domain Name" will refer to any domain purchased on the Website, where the entire amount due is collected at the time of purchase, and the purchaser receives a discount from an Affiliate Discount Code issued under this Agreement.

d. Subject Domain Name. A Financed Subject Domain Name and a Cash Purchase Subject Domain Name may each be referred to as a "Subject Domain Name".

e. Domain Cash Purchaser. A "Domain Cash Purchaser" will refer to customer who purchases a Cash Purchase Subject Domain Name on the Website.

f. Domain Finance Purchaser. A "Domain Finance Purchaser" will refer to customer who purchases a Financed Subject Domain Name on the Website.

g. A Domain Cash Purchaser or Domain Finance Purchaser will be collectively referred to as a "Domain Purchaser".

h. Purchaser Payment Schedule. The "Purchaser Payment Schedule" will refer to the schedule under which a Domain Finance Purchaser must make payments to Names.Club for the purchase of a Financed Subject Domain Name.

i. Broker Commission Payment Schedule. "Broker Commission Payment Schedule" will refer to the schedule under which Names.Club will make commission payments to the Broker.

j. Cash Purchase Price. The "Cash Purchase Price" will refer to the total amount that Domain Cash Purchaser owes to Names.Club for a Cash Purchase Subject Domain Name.

k. Financed Purchase Price. The "Financed Purchase Price" will refer to the total amount that Domain Cash Purchaser owes to Names.Club for a Financed Purchase Subject Domain Name, prior to the application of an Affiliate Discount Code.

l. Cash Purchase Price and the Financed Purchase Price will be collectively referred to as the "Purchase Price".

m. Affiliate Discount Code. "Affiliate Discount Code" will refer to a code or affiliate link issued by Names.Club to Broker that a Domain Cash Purchaser or a Domain Finance Purchaser may enter at the Website checkout page at the time of purchase.

2. Payment of Commission.

a. Commission. If, at the time of purchase of a Subject Domain Name, a Domain Purchaser enters an Affiliate Discount Code issued to the Broker, Broker will be entitled to a commission of 10% of the Purchase Price.

b. Cash Purchase Broker Commission Payments. In the case of commission earned for the sale of a Cash Purchase Domain, the associated Broker will be paid their commission in one lump sum equal to 10% of cash paid to Names.Club.

c. Payments of such commission, for both Cash Purchase and Finance Purchase Domains, will be made within 60 days of the final day of the month in which the actual cash was received by Names.Club.

d. Names.Club may reject or refuse to issue an Affiliate Discount Code for any or no reason at any time. Names.Club may accept the Affiliate Discount Code for some domain names, and not for others. Furthermore, Names.Club may refuse to accept an already issued Affiliate Discount Code at the point of sale for any or no reason, even if that Affiliate Discount Code has been set an expiration date that has not yet been reached.

3. Representations and Warranties. Broker hereby represents and warrants it has all power and authority (corporate or otherwise) to enter into this Agreement and the agreements contemplated hereby, and to take all actions contemplated hereby and thereby, and (c) there is no action, proceeding or claim, actual or threatened, by any party that would prohibit or otherwise interfere with the obligations of Broker hereunder.

4. Term. This Agreement shall be effective as of the Effective Date and shall be binding until the later of (a) a period of one (1) year from the date of issuance of the Affiliate Discount Code or (b) the date that all obligations of Broker and Names.Club hereunder have been satisfied in full. For clarity, Names.Club shall have no obligation to issue or honor coupon codes or affiliate links during the term of this Agreement. Names.Club may cancel any coupon code or affiliate link at any time.

5. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving any effect to any choice of law provisions thereof that would cause the application of the laws of any other jurisdiction. Any litigation based on, or arising out of, under, or in connection with this Agreement, shall be brought and maintained exclusively in the state or federal courts located in the State of Florida. The parties hereto hereby expressly and irrevocably submit to the jurisdiction of the state and federal courts located in the State of Florida for the purpose of any such litigation as set forth above. The parties hereto further irrevocably consent to the service of process by personal service within or without the State of Florida. The parties hereto hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

6. Assignment. Broker may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent Names.Club.

7. Limitation of Liability. To the maximum extent permitted by applicable law, in no event shall either party be liable for any consequential, incidental, indirect, special, punitive or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss or the cost of procurement of substitute services) arising out of or relating to this Agreement, even if a party has been advised of the possibility of such damages. This limitation shall not apply to any indemnification obligation. Each party hereto ("the Indemnifying Party") agrees that it will release, indemnify, defend and hold harmless the other party, and each of the other party's parents, subsidiaries and affiliates and each of their respective employees, officers, directors, shareholders, affiliates, contractors, agents, successors and assigns (collectively, the "Indemnified Parties") from any and all claims, actions, proceedings or demands and all liabilities, claims, damages, losses, costs and expenses, including reasonable attorneys' fees and expenses, of third parties, relating to or arising under this Agreement, including without limitation (i) infringement of or dilution by the Indemnifying Party, or someone else at the direction of the Indemnifying Party, of any intellectual property or other proprietary right of any person or entity or (ii) an intentional or grossly negligent violation of existing law, the terms of this Agreement or of policies and procedures incorporated herein or relating to the service(s) provided.

8. No Third-Party Beneficiaries. This Agreement does not provide any rights, remedies or benefits to or for any person or entity not a Party to this Agreement.

9. Severability. If any provision of this Agreement is held invalid, unenforceable or void, the remainder of the Agreement will not be affected thereby and will continue in full force and effect.

9. Headings and Interpretation; Counterparts. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provisions to be drafted. Each of the parties acknowledges that it has been represented by an attorney in connection with the negotiation and execution of this Agreement. This Agreement may be executed in several counterparts, and by facsimile signature, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

10. Cancellation. Names.Club may reject or cancel any sale made hereunder at any time, and pay commission only on cash already received. Names.Club may refuse to allow Broker, Domain Purchaser, or any party to participate in this program, for any or no reason, at its sole discretion.

11. Modification. Names.Club may modify the terms of this Agreement at any time by posting new terms to the Website.

12. .Club Policies. This Agreement incorporates by reference the .CLUB Policies, found at get.club/terms. Names.Club shall not be liable for breach of this agreement if it deactivates the Subject Domain Name pursuant to ICANN rule, policy, or mandate, or if Names.Club deactivates the domain name pursuant to internal company policies, including the .CLUB terms of use. Broker explicitly agrees to “opt-out” of the 60-day inter-registrar transfer lock and authorize Names.Club to act as Broker’s Designated Agent to transfer ownership of any domains sold on the Website, without explicit email notifications of said changes.