

\$FD Cash Affiliate Program Terms and Agreement

SouthFloridaDines.com now pays you CASH to tell the world about our fantastic dining deals. The more new customers that purchase SFD certificates using your affiliate link, the more you'll get paid! Social Networking has made it very easy to inform your friends about SFD..and believe it or not, there are thousands upon thousands of South Floridians that still don't know about us yet. With the \$FD Cash Affiliate Program you can use the power of Facebook, Twitter, LinkedIn, your Blog or Website, and even good old word of mouth to make some extra spending money each month with minimal effort.

Please read the terms and fill out the registration form at the bottom to get started today!

The following are the terms and conditions of participating in the \$FD Cash Affiliate Program.

"Affiliate" refers to yourself and "SFD " refers to SouthFloridaDines.com.

"SFD Account" refers to the account you use to purchase dining certificates

Affiliate Accounts

Affiliates must already be registered with an SFD account. As with the SFD account, the Affiliate Accounts are limited to one per household. If you do not yet have an SFD account, this process takes just a few moments and it is free to join. You will be issued an "Affiliate Link", or unique SFD URL, which allows SFD to identify visitors from your site, blog or FB/Twitter page as originating from you. Visitors are tracked with this unique URL and sales are recorded with your Affiliate Id. **To receive commissions, you must use your unique Affiliate Link which will be provided upon return of this agreement.** All Affiliate applications are subject to approval by SFD.

SFD offers four types of Affiliate Accounts

Please click on links below for example of the type of landing page that your unique SFD URL will direct your friends to.

Personal Account (Generic): www.southfloridadines.com/halfprice

Personal Account (Endorsement): www.southfloridadines.com/example (with your picture and/or quote)

Business or Blog Account: www.southfloridadines.com/miamideals (must add SFD logo ad to website)

Charitable Account: www.southfloridadines.com/FIUports (must add SFD logo ad to your website)

Payments and Commissions

Personal Account:

SFD will pay the Affiliate \$5.00 for each new customer who registers and makes initial purchase through Affiliate's unique SFD URL. Additionally, Affiliate will receive 10% commission of sales made by said new customer(s) for a period of 90 days from their initial sale.

Business/Charity Account: (must have website or blog)

SFD will pay the Affiliate \$7.00 for each new customer who registers and makes initial purchase through Affiliate's unique SFD URL. Additionally, Affiliate will receive 10% commission of sales made by said new customer(s) for a period of 90 days from their initial sale. Business/Charity/Blog must place small SFD logo ad on home page of their website to qualify.

Payment Schedule: Affiliate commission shall be paid by company check on the 10th of each Calendar Month. If commission does not exceed \$5 for affiliates during prior period, SFD reserves the right to hold payment until commissions accumulate to the minimum amount. If a qualifying sale is canceled or refunded, the related commission will be deducted from the next monthly payment.

SFD reserves the right to alter commission structure (in SFD OR Affiliate's favor) upon notification of Affiliate.

Affiliate is solely responsible for insuring that their Affiliate Link is setup properly to qualify for commissions. Please call the SFD office if you have questions. 1-866-379-DINE (3463)

Independent Contractor

The relationship between SFD and Affiliate established by this Agreement is that of independent contractors. SFD and Affiliate shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. Term "Affiliate" shall not be interpreted as a legal partner or affiliate, simply as an independent contractor for SFD under this agreement. All Affiliates are responsible for their own local, state, or county taxes.

Disqualifications

Affiliate may not use their own Affiliate Link to order services from SFD. The system will prompt user to register for an account. Registering for a new account, yourself, and placing orders for the purpose of collecting monthly commissions will result in immediate termination of Affiliate Account and reversal of any commission.

Affiliate agrees to not send unsolicited mail or SPAM mail to promote any of SFD products or services. This action WILL RESULT in immediate termination of your account with a cancellation of any pending commissions. Affiliate will also be in violation of the SFD Agreement and subject to legal action.

Trademarks

SFD reserves all rights in or to its trademarks and service marks but may be used by Affiliate in accordance with this agreement. The SFD trademark may not be used to register internet domain names for any purpose. Affiliate may in no way display a SFD logo, image, or trademark which may be distasteful, defame, or misrepresent.

Affiliate shall not misrepresent SFD products or services.

Prohibited Sites

Sites that promote sexually explicit material or violence do not qualify as an Affiliate. Sites that promote discrimination based on race, sex, religion, national origin, and physical disability, shall not be accepted. Sites that promote illegal activities shall not be accepted. Do not apply if your site promotes these kinds of activities. By applying, you are stating that your Site does not directly promote or endorse these activities.

Termination

Both SFD and the Affiliate reserve the right to terminate this agreement at any time. If canceled, outstanding commissions for current period at time of cancellation shall be paid in the next monthly payment so long as rules of this agreement were not violated by the Affiliate. Commissions earned through the date of expiration or cancellation of this agreement will remain payable only if the qualifying sales are not cancelled or refunded by the referred Customers. Payment of the final Commission payment to the Affiliate may be withheld for a reasonable time in order to ensure that the correct amount is paid. This agreement remains in effect until cancelled by either party.

Disclaimer

It is the intent of SFD to see that Affiliate tracking is as accurate as possible; however, SFD cannot guarantee 100% tracking for situations beyond its control. SFD is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily disrupt this service. Affiliates will be notified in such a case.

Privacy

To protect SFD customer privacy, by law we cannot provide identifying customer names and contact information to you. However, we can, upon request, provide a report detailing price, date of sale, and amount of commission paid.

Limitation of Damages

SFD shall not be held liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even if SFD has been advised of the possibility of such damages. SFD aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by SFD under this agreement.

Warranty Disclaimer

SFD makes no warranties expressed or implied with regard to Affiliate Program except as outlined in this agreement.

Governing Law

The agreement bellow shall be governed by the laws of the State of Florida and the United States.

If you agree to the terms stated above, please print this document, fill out the Registration Form on the following page and email or fax Page 3 only, to taylor@southfloridadines.com or 561-964-0562

\$FD Cash Affiliate Program Registration Form

Full Name (as seen on SFD Account) _____

Name to make checks out to if different from above _____

Address (to mail commission checks) _____

Email Address _____

Phone _____

Which type of Affiliate Account? Personal Generic _____ Personal Endorsement* _____ Business/Blog/Charity** _____

***Personal Endorsement Affiliates:** Please email a photo (any size jpg) to taylor@southfloridadines.com and enter your personal endorsement quote in the space below. SFD reserves the right to edit quote solely for space purposes and will not deviate from affiliate's original intent. By sending this information, you allow SFD to use your likeness and personal endorsement on your personal landing page and possibly for future marketing purposes with affiliate's permission.

Enter your Quote for Endorsement here: _____

****Business/Blog/Charity Affiliates:** Please provide your website address to which you will add the SFD Logo/Banner ad. We will email logo/banner ad when we send your unique SFD Affiliate link.

Enter your website address here: _____

Business/Charity/Blog Affiliates, please indicate what size SFD logo/banner ad will be needed for your site
_____W x _____H (pixels)

Business/Charity Affiliates, please include a jpg of your logo when returning your sign up sheet.

Email (Registration Form only) to taylor@southfloridadines.com or fax to 561-964-0562.

We will contact you with your unique SFD Affiliate URL within 24-48 hours.